

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	MORTON PENRITH 5/86 HENRY STREET PENRITH NSW 2750	PH: 0409 663 535
co-agent vendor	RANGATHARAN THAVENDRAN 303/60 LORD SHEFFIELD CIRCUIT, PENRITH NSW 2750	
vendor's conveyancer	COVENTRY CONVEYANCING SERVICES PO BOX 560 KELLYVILLE NSW 2155	PH: 8814 5944 FAX: 8814 5966
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	208/101C LORD SHEFFIELD CIRCUIT PENRITH NSW 2750 LOT 96 STRATA PLAN 94606 FOLIO IDENTIFIER 96/SP94606	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: WASHING MACHINE, CLOAKS PRIMER
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$
balance	\$
contract date	(10% of the price, unless otherwise stated)
buyer's agent	(if not stated, the date this contract was made)

vendor

GST AMOUNT (optional)
 The price includes
 GST of: \$

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☒ yes

Nominated Electronic Lodgment Network (ELN) (clause 30): _____

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable ☒ NO ☐ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make a **GSTRW payment** (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General

- ☒ 1 property certificate for the land
☒ 2 plan of the land
☐ 3 unregistered plan of the land
☐ 4 plan of land to be subdivided
☐ 5 document to be lodged with a relevant plan
☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
☐ 7 additional information included in that certificate under section 10.7(5)
☒ 8 sewerage infrastructure location diagram (service location diagram)
☒ 9 sewer lines location diagram (sewerage service diagram)
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
☐ 11 *planning agreement*
☐ 12 section 88G certificate (positive covenant)
☐ 13 survey report
☐ 14 building information certificate or building certificate given under *legislation*
☐ 15 lease (with every relevant memorandum or variation)
☐ 16 other document relevant to tenancies
☐ 17 licence benefiting the land
☐ 18 old system document
☐ 19 Crown purchase statement of account
☐ 20 building management statement
☐ 21 form of requisitions
☐ 22 *clearance certificate*
☐ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
☐ 25 brochure or warning
☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
☐ 28 evidence of registration
☐ 29 relevant occupation certificate
☐ 30 certificate of non-compliance
☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
☐ 33 plan creating strata common property
☐ 34 strata by-laws
☐ 35 strata development contract or statement
☐ 36 strata management statement
☐ 37 strata renewal proposal
☐ 38 strata renewal plan
☐ 39 leasehold strata - lease of lot and common property
☐ 40 property certificate for neighbourhood property
☐ 41 plan creating neighbourhood property
☐ 42 neighbourhood development contract
☐ 43 neighbourhood management statement
☐ 44 property certificate for precinct property
☐ 45 plan creating precinct property
☐ 46 precinct development contract
☐ 47 precinct management statement
☐ 48 property certificate for community property
☐ 49 plan creating community property
☐ 50 community development contract
☐ 51 community management statement
☐ 52 document disclosing a change of by-laws
☐ 53 document disclosing a change in a development or management contract or statement
☐ 54 document disclosing a change in boundaries
☐ 55 information certificate under Strata Schemes Management Act 2015
☐ 56 information certificate under Community Land Management Act 1989
☐ 57 disclosure statement - off the plan contract
☐ 58 other document relevant to off the plan contract

Other

- ☐ 59

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

BRIGHT AND DUGGAN
37-43 ALEXANDER STREET, CROWS NEST

ADDITIONAL PROVISIONS

1. The Purchaser acknowledges that he does not rely upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except as are expressly provided herein but that he has relied entirely on his own inspection of and enquiries relating to the property.
2. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at Law or in Equity had this clause not been included in this Contract it is agreed that should either party prior to completion:
 - (a) die or become mentally ill, or
 - (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of his creditors or being a company resolved to go into liquidation or have a petition for its winding up presented or enter into any scheme of arrangement with its creditors or should any liquidator receiver or official manager be appointed, then

either party may rescind this Contract by notice in writing forwarded to the other party's Solicitor and thereupon the Contract shall be at an end and the provisions of Clause 19 herein shall apply.

3. Notwithstanding anything contained in this Contract for Sale the Purchaser shall take title subject to the existing water, sewerage, drainage, gas, electricity and other installations and services and shall not take any objection thereto or make any requisitions or claim any compensation in respect thereof on the ground that any connection passes through any other property or that any connection to any other property passes through the property hereby sold. Furthermore should any water or sewerage main or any underground or surface stormwater pipe pass through over or under (or should any sewer manhole or vent be on) the property hereby sold, the Purchaser shall not take any objection thereto or make any requisition or claim any compensation in respect thereof.
4. The property together with the appurtenances thereto is sold in its present state of repair and the Purchaser acknowledges that he buys the property relying on his own inspection, knowledge and enquiries and that he does not rely on any warranties or representations made to him by or on behalf of the Vendor. The Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property sold.
5. The period of fourteen (14) days is hereby agreed to be a sufficient period for the giving of any notice pursuant to this Contract. No objection or requisition shall be made by either party or his solicitors with regard to the reasonableness of such period.

6. In addition to the provisions contained in provision 5 hereof, a notice or document shall be sufficiently served for the purposes of this agreement if the notice or document is sent by facsimile transmission

- (a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or made; or
- (b) the time of dispatch is not before 17.00 (local time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received, at the commencement of business on the next such day in that place.

7. If the Purchaser does not complete this purchase by the completion date, other than because of a default by the Vendor, then on completion the Purchaser shall pay to the Vendor interest calculated at the rate of 8% per annum on the balance of purchase money and legal fees of \$220.00 (GST inclusive). Interest will be computed daily from the completion date until the day completion actually occurs. The Vendor is not obliged to complete this Contract unless this amount is paid.

It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest from the purchase money, and the cost of issuing the notice.

8. In the event that:

- (a) the Purchaser defaults in the observance of any obligation hereunder which is or the performance of which has become essential; and
- (b) the Purchaser has paid a deposit of less than ten per cent (10%) of the purchase price; and
- (c) the Vendor terminates this Contract or the Purchaser does not rescind this Contract in accordance with the Cooling Off provisions created by Section 66S of the Conveyancing Act;

then the Vendor shall be entitled to recover from the Purchaser, an amount equal to ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or equity to the contrary. This additional provision shall not merge upon completion of this Contract.

9(a) In this Contract the word "Bond" means the Deposit Bond issued to the Vendor at the request of the Purchaser by (the "Guarantor") and in, and to the effect of, the form annexed hereto.

- (b) Subject to paragraph (c) below, the delivery of the Bond no later than the time the deposit is required to be paid under this Contract to the person ("Depositholder" nominated in this Contract to hold the deposit as stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed to be payment of the deposit in accordance with the Contract.
 - (c) On completion of this Contract, the Purchaser shall pay to the Vendor, in addition to all other monies payable under this Contract, the amount stipulated in the Bond, either by way of cash or unendorsed bank cheque.
10. The Purchaser will, if so required, release the deposit monies herein to the Vendor to be used as a deposit on the purchase of another property provided such deposit is held in the Trust Account of a solicitor or licensed real estate agent.
11. The Purchaser warrants:
- (a) that the Purchaser is ordinarily resident in Australia within the meaning of the provisions of the Foreign Takeovers Act, 1975 (Cth) ("The Act")
 - (b) that the provisions of the Act requiring the obtaining of consent to this transaction do not apply to the Purchaser and this purchase.

In the event of there being a breach of this warranty, whether deliberately or unintentionally, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.

12. If there is a swimming pool and/or a spa, the Vendor discloses that the property may not comply with the requirements of the local council or Swimming Pools Act, 1992 or any other authority, act or regulation. The Purchaser cannot make any claim, objection, or requisition, rescind or terminate or delay completion in respect of any of these matters.

13. The Purchasers warrant that they were not introduced to the property or the Vendors by any real estate agent other than the agent named herein. If a real estate agent successfully recovers commission from the Vendors by establishing that he introduced the Purchasers to the property, the Purchasers will be liable to pay to the Vendors the amount of commission payable by the Vendors and all legal costs incurred by the Vendors (including legal costs ordered to be paid by the Vendors) when contesting the claim for commission.
14. The Vendors will not be required to obtain a Section 184 Certificate (the certificate) The Vendors authorise and direct the Purchasers to apply for the Certificate and standard clauses 23.13 and 23.14 are hereby deleted. The Purchasers are to apply for the Certificate at least at the Purchasers' cost and serve a copy to the Vendors' conveyancer at least 7 days before the completion date.

Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 96/SP94606

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
2/10/2021	4:05 PM	3	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 96 IN STRATA PLAN 94606
AT PENRITH
LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

RANGATHARAN THAVENDRAN (T AM53581)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94606
- 2 AM53582 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Provided on 02/10/2021 04:05 PM by CITEC Confirm

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

Property Exchange Australia Limited, a reseller of CITEC Confirm hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act, 1900.

Information contained in this document is provided by Property Exchange Australia Limited, a reseller of CITEC Confirm, ABN 52 566 829 700, confirm.com.au, an approved NSW Information Broker.

© Office of the Registrar General 2021.



SCHEDULE 1
SCHEDULE OF DOCUMENTATION

Item	Documentation	Provided By	Date
1.	DD Application Form	Thornton North Perth Pty Ltd	26.07.2016
2.	<u>Installation / Compliance Certifications:</u> <ul style="list-style-type: none"> • Fire Safety Certificate (all residences) • Tread & Rise Heights • Assessment Car Park Works • Works completed under DA • Workmanship • Design Variation • Hand Heights 	St Heiers	24.10.2016 20.10.2016 26.10.2016 26.10.2016 25.10.2016 10.11.2016
3.	Final Inspection Report	Alinity Engineering	18.06.2016
4.	<u>Deposit Correspondence:</u> <ul style="list-style-type: none"> • Certificate of Inspection • Route Act Approval 	Perth City Council	17.11.2016 06.10.2016
5.	Piling Final Certification	Vicopile	22.12.2016
6.	<u> Sydney Water Correspondence:</u> <ul style="list-style-type: none"> • Building Plan Approval • Section 70 Compliance Certificate 	Sydney Water	17.06.2016 27.10.2016
7.	Certificate of Structural Adequacy for Push-Tensioned Slab	Progenet	28.09.2016
8.	<u>Acoustic Response:</u> <ul style="list-style-type: none"> • Final BCA Testing Report • Acoustic Certificate 	Acoustic Logic	30.09.2016 06.10.2016
9.	Certificate of Completion - Installed System (Certificate No. 130592)	Rossity Pty Ltd	27.07.2016
10.	Certificate of Compliance - Balustrade Design & Drawings	Pondyis Consulting Pty Ltd	06.10.2016
11.	Installation Certificate - Waterproofing	Advanced Weather Proofing	10.10.2016
12.	UFI Certification: <ul style="list-style-type: none"> • Auto Eject • Compishoe Certificate 	Schneider	11.10.2016 11.10.2016
13.	Installation Certificate - Tiling & Waterproofing	Telmo Tiles	N/A dated
14.	<u>Certificate Certificates:</u> <ul style="list-style-type: none"> • Grappa Timber Flooring • Tucson Carpet 	Master Carpets	10.10.2016 19.10.2016
15.	Installation Certificate - Dry Walls and Ceilings	Custom Ceilings	29.09.2016
16.	Commissioning Certificate - Fire Pumpset No. 221490	Alma	13.10.2016
17.	Hydrant Flow Test Results	FPA	13.10.2016
18.	Fire Alarm System Certificate & Schedule: <ul style="list-style-type: none"> - Alarm Signalling Equipment - Automatic Fire Detection & Alarm System - Automatic Fire Suppression Systems - Building Occupant Warning System - Fire Seals - Portable Fire Extinguishers - Smoke/Heat Alarm Systems - Wall Warning Sprinklers - Warning & Operational Signs 	ARA	27.10.2016
19.	<u>Lease Agreements:</u> <ul style="list-style-type: none"> • Restriction on the Use of Lease • Positive Covenant 	IMA Registration	20.09.2016 02.09.2016



20.	<u>Installation/Compliance Certificates:</u> <ul style="list-style-type: none"> Installation - Fire Raising Installation & Commissioning - FHR Installation & Commissioning - FH Installation - Stormwater, sewer, water gas, rainwater reuse, FHR & FH Installation - FHR, FH & Fire Scale 	Azure Plumbing Services Pty Ltd	10.10.2016 25.10.2016 25.10.2016 18.11.2016
21.	Installation Certificate - Glazed Assemblies	Khaosra Aluminium	26.10.2016
22.	Minor Compliance Certificate	SSG	12.10.2016
23.	Fire Safety Certificate - Fire Alarm Communication Link	Romick	20.10.2016
24.	Final Structural Certificate	Structural Design Solutions	29.09.2016
25.	Installation Certificate - Annex Panels, doors and windows to fire resistant glazing	Herbants Fac	27.07.2016
26.	Compliance Certificate - Section J & Basic	Thermal Performance	02.11.2016
27.	Installation Certificate - Balustrade	Stanform Pty Ltd	01.11.2016
28.	<u>Installation/Compliance Certificates:</u> <ul style="list-style-type: none"> Fire Damper Fire Safety Certificate - Mechanical Air Handling Installation - Mechanical Air Handling 	Leathood Air Conditioning Pty Ltd	26.10.2016 17.10.2016 16.11.2016
29.	Survey Report + Sketch Drawing	Pygate Surveys	31.10.2016
30.	Shower Screen Glazing Compliance Certificate	Metro Showers and Windows	02.11.2016
31.	<u>Test Reports & Certificates:</u> <ul style="list-style-type: none"> FireMascot Fox Pipe Test No. 2796 Grey Bushhammer Test No. 6682a Romax Tile Test No. 8Y6804.1 Carpet Test No. 978 Sealants Report No. SP3322 Plasterboard Test No. 804 Slabs & Blankets Test No. FCO-260/4102 Dry Wall Report No. FSV0089 Dry Wall Report No. FSV0090 Sealant Test No. CO3607/FCC-1785 Dry Wall Report No. FSV0091 	CS40	09.12.2016 22.11.2016 20.08.2013 21.10.2013 20.08.2013 09.03.2006 04.08.2016 16.11.2009 16.11.2009 14.11.2008 16.11.2009
32.	<u>Installation/Certificates:</u> <ul style="list-style-type: none"> Electrical Works & Lighting Electrical Works, Lighting & Smoke Detectors Electrical & Communication 	Well Connected Electrical	10.11.2016 10.11.2016 18.10.2016
33.	Stormwater As Built Certification	UP Consulting Australia Pty Ltd	17.11.2016
34.	Certificate of Design - Traffic Engineering	WSP	18.11.2016
35.	Architectural Design Statement - DA 1 (Driveway Provision) & DA 7 (SEPP 65), DA 30 (Off-street parking) & DA 37 (Carwash Bay & Bike Parking)	PKD Architecture (NSW) Pty Ltd	18.11.2016
36.	<u>Test Reports:</u> <ul style="list-style-type: none"> Pipe Report No. 340553-00c Steel Wall Boxes No. 28278-CO Pipe No. 28875-CO 	Exovd Warringtonfire	30.03.2015 11.03.2013 17.01.2012
37.	Test Report No. R4807 - Stone Track	Slipcheck	18.03.2013
38.	<u>Test Reports:</u> <ul style="list-style-type: none"> Plasterboard No. FP3608 Sealing & Penetrations No. FR 0700 Fire Load No. FA 4 2932 	Brnz	13.05.2006 14.05.2006 09.12.2013
39.	<u>Test Reports:</u> <ul style="list-style-type: none"> Tucson No. 10372C Casa Velour No. 082833 	APL	08.01.2010 26.09.2008



40.	Test Reports: • Ecodrill NO. 16-004537 • Roofing No. 7-585237-CN	AYTA	01.09.2016 26.07.2012
41.	Test Reports: • Pipe No. 15761.1 • Promaxial Pipe No. 45633.1	WFR4	17.09.2004 11.04.2007
42.	Compass Certifications: • Fire Test Certificate No. FR 1819 • Test Report No. RP 1819	BTU	20.01.1998 20.06.1994
43.	Test Report - Polystyrene Insulation	Ardchem	06.11.2013
44.	Test Reports: Pipes Test No. A-15-278	PSRG	06.06.2016
45.	Schedule of Wall and Floor Linings	-	-
46.	Fire Alarm System Certificate	ARA	20.10.2016
47.	Installation Certificate - Dry Fire Electrical Installation	ATA	16.10.2016
48.	Fire Safety Engineering Inspection Report	Affinity Fire Engineering	23.11.2016
49.	Installation Certificate: + Fire Seals + Unobstructed Construction	Customs Collings	23.11.2016
50.	Installation Certificate: + Fire Doors + Smoke Seals	Coman Doors and Hardware	23.11.2016
51.	Installation Certificate: + Warning & Operational Storage	St Hilar's Property Pty Ltd	23.11.2016
52.	Stormwater W/S drawings (x 5 sheets)	Pygote Surveyors	26.07.2016
53.	Access Certification	BCA Logic	24.11.2016
54.	Installation of Braille & Tactile Signage	Rehabcare	24.11.2016
55.	Landscape Design Certificate	Urbs	24.11.2016

**SCHEDULE 2****FIRE SAFETY SCHEDULE**

Issued under Clause 16b of the Environmental Planning & Assessment Regulation 2009

OWNER:	Buildings A & B, 101 Lord Street, North Parramatta
ADDRESS:	Thomson North Parramatta Pty Ltd
DEVELOPMENT APPLICATION NO.:	DA/14/18
CONSTRUCTION CERTIFICATE NO.:	CC-15184, CC-15222 & CC-15054
OCCUPATION CERTIFICATE NO.:	OC-15222

SCHEDULE

Essential Fire and Other Safety Measures	Standard of Performance	Notes
Access Panels, Doors & Hoppers	BCA Clause C3.13 & AS 1530.4 - 2005	✓
Alarm Signaling Equipment	AS 1670.1 - 2004	✓
Automatic Fire Detection & Alarm System	BCA Spec. E2.2a & AS 1670.1 - 2004 & Fire Safety Engineering Report prepared by Affinity Fire Engineering Report No. 152042_FER_07 Revision 7 dated 08/03/2015	✓
Automatic Fire Suppression Systems	BCA Spec. E1.8 & AS 2118.1 - 1995 & Fire Safety Engineering Report prepared by Affinity Fire Engineering Report No. 152042_FER_07 Revision 7 dated 08/03/2015	✓
Building Compartment Warning System activated by the Fire Detection and Alarm System	BCA Clause Spec F7.2a Clause 5 & Clause 3.77 of AS 1670.1 - 2004 & Fire Safety Engineering Report prepared by Affinity Fire Engineering Report No. 152042_FER_07 Revision 7 dated 08/03/2015	✓
Emergency Lighting	BCA Clause E4.4 & AS 2295.1 - 2005	✓
Exit Signs	BCA Clause E1.6, E1.8 & E1.9 and AS 2295.1 - 2005 & Fire Safety Engineering Report prepared by Affinity Fire Engineering Report No. 152042_FER_07 Revision 7 dated 08/03/2015	✓
Fire Dampers	BCA Clause C3.15, AS 1685.1 - 1995 & AS 1682.1 & 2 - 1990	✓
Fire Doors	BCA Clause C3.12, C3.1, C3.4, C3.6, C3.11 and AS 1684.1 - 2005	✓
Fire Hose Reels	BCA Clause E1.6 & AS 2441 - 2009 & Fire Safety Engineering Report prepared by Affinity Fire Engineering Report No. 152042_FER_07 Revision 7 dated 08/03/2015	✓
Fire Hydrant Systems	Clause E1.8 & AS 2441.1 - 2009 & Fire Safety Engineering Report prepared by Affinity Fire Engineering Report No. 152042_FER_07 Revision 7 dated 08/03/2015	✓
Fire Resist	BCA Clause C3.15 & AS 1530.4 - 2005 & AS 4077.1 - 2005	✓
Lightweight Construction	BCA Clause C1.6 & AS 1530.3 - 1999	✓
Mechanical Air Handling System (in carpark)	BCA Clause E2.2, AS/NZS 1668.1 - 1995 & AS 1668.2 - 1991	✓

P:\Projects\2016\152042 (2) - Lord Street, North Parramatta - Apartments (Stage 1 & 1A)\Occupation Certificate\Drawings\A.1.dwg
 Certificate DA 15184.docx



SCHEDULE 3
INSPECTION SCHEDULE

Inspection Type	Inspection by	Date	Satisfactory
• After the commencement of the excavation for, and before the placement of, the first footing	Dean Goldsmith (BPB0141)	06.10.2016	Yes
• Prior to covering of waterproofing in any wet areas, for a minimum 10% of rooms with wet areas within a building	Dean Goldsmith (BPB0141)	19.06.2016	Yes
• Prior to covering of any stormwater drainage connections	Dean Goldsmith (BPB0141)	28.06.2016	Yes
• Completion of the tiled walls prior to installation of ceiling	Dean Goldsmith (BPB0141)	19.06.2016	Yes
• Preliminary Final Inspection and onsite testing of all active fire safety systems prior to completion of building works	Dean Goldsmith (BPB0141)	24.10.2016	Yes
• Progress Inspections	Dean Goldsmith (BPB0141)	02.08.2016	Yes
• Progress Inspections	Dean Goldsmith (BPB0141)	28.06.2016	Yes
• Progress Inspections	Dean Goldsmith (BPB0141)	08.09.2016	Yes
• Progress Inspections	Dean Goldsmith (BPB0141)	16.09.2016	Yes
• Progress Inspections	Dean Goldsmith (BPB0141)	10.10.2016	Yes
• Progress Inspections	Dean Goldsmith (BPB0141)	27.10.2016	Yes
• Progress Inspections	Dean Goldsmith (BPB0141)	03.11.2016	Yes
• Progress Inspections	Dean Goldsmith (BPB0141)	10.11.2016	Yes
• Progress Inspections	Dean Goldsmith (BPB0141)	15.11.2016	Yes
• Progress Inspections	Dean Goldsmith (BPB0141)	16.11.2016	Yes
• After the building work has been completed and prior to any occupation certificate being issued in relation to the building	Dean Goldsmith (BPB0141)	23.11.2016	Yes



**BLACKETT
MAGUIRE +
GOLDSMITH**

OCCUPATION CERTIFICATE

Pursuant to Part 4A of the Environmental Planning & Assessment Act 1979

CERTIFICATE NO.:

OC-15284

TYPE:

☐ Interim ☒ Final

DETERMINATION:

Approved

DATE OF DETERMINATION:

25 November 2016

SUBJECT LAND:

Lot & DP
Address:

Lot 3007 DP 1154498
101 Lord Street (East) Circuit
(previous: 6 Engineers Place)
NORTH PENRITH NSW 2150

LOCAL GOVERNMENT AREA:

Penrith City Council

APPLICANT:

Name
Company
Address:

Red Powell
Thomson North Penrith Pty Ltd
GPO Box 5370
SYDNEY NSW 2001

Phone / Fax / Email:

Phone: 02 9259 8244 Fax: 02 9259 5201

Owner:

Name
Address:

Thomson North Penrith Pty Ltd
GPO Box 5370
SYDNEY NSW 2001

Phone / Fax / Email:

Phone: 02 9259 8244 Fax: 02 9259 5201

DESCRIPTION OF DEVELOPMENT:

Construction of two (2) Residential Flat Buildings (Buildings C and D) with associated Basement Car Parking and Landscaping works.

Note: This Occupation Certificate includes any external ancillary services, structures or civil works required by relevant authorities.

Whole

WHOLE / PART:

(Maximum of part (where applicable))

BGA CLASSIFICATION:

Class 2 & 7a

DEVELOPMENT CONSENT:

Development Consent No. & Date
of Determination

DA14/1152 & DA14/1152/02 dated 08/02/2015

CONSTRUCTION CERTIFICATE:

Construction Certificate No. & Date of
Determination

CC 16188 (07/08/2016), CC-15223 (25/11/2015) & CC-13069 (15/04/2016)

STATUTORY CERTIFICATION:

Blackett Maguire + Goldsmith certify that:

- The health and safety of the occupants of the building have been taken into consideration where an interim occupation certificate is being issued; and
- A current development consent or planning development certificate is in force for the building; and
- It is a building work has been started out, a current construction certificate (or outbuilding development certificate) has been issued with consent in the plans and specifications for the building; and
- The building is suitable for occupation or use in accordance with the classification under the Building Code of Australia; and
- A fire safety certificate has been issued for the building; and
- A report from the fire Commissioner has been received (if required).

DOCUMENTATION REQUIRED UPON:

As listed in Schedule 1

DETAILS OF CERTIFYING AUTHORITY:

Certifying Authority
Accreditation No.

Blackett Maguire + Goldsmith Pty Ltd
ABN 61

SIGNATURE:

SIGNED ON BEHALF OF BM+G

John J. J. J.

Date: 25/11/2016

Accreditation No. BPS 0181

Approved: Mark P. D.
22-24 Moorish St.
Sydney NSW 2001

Name: PO Box 167
Broadway NSW 2007
Fax: 16 408 932 931

Contact: PH: 02 9271 7777
Fax: 02 9271 7774
Email: admin@maguiregoldsmith.com.au



20.	Insulation Compliance Certificates: • Installation - Fire Rating • Installation & Commissioning - FHR • Installation & Commissioning - FH • Installation - Stormwater, sewer, water gas, rainwater reuse - FHR & FH • Installation - FHR, FH & Fire Seal	Azure Plumbing Services Pty Ltd	10.10.2016 26.10.2016 26.10.2016 16.11.2016 18.11.2016
21.	Installation Certificate - Glazed Assemblies	Rheina Aluminium	20.10.2016
22.	Minor Compliance Certificate	BSG	12.10.2016
23.	Fire Safety Certificate - Fire Alarm Communication Link	Romtek	20.10.2016
24.	Final Structural Certificate	Structural Design Solutions	20.09.2016
25.	Installation Certificate - Archival Photo, doors and happens to fire resistance	Wayburn's Print	27.10.2016
26.	Compliance Certificate - Section J & Kairi	Thermal Performance	09.11.2016
27.	Installation Certificate - Balustrades	Stanform Pty Ltd	01.11.2016
28.	Insulation Compliance Certificates: • Fire Compensators • Fire Safety Certificate - Mechanical Air Handling • Installation - Mechanical Air Handling	Eastwood Air Conditioning Pty Ltd	26.10.2016 17.10.2016 16.11.2016
29.	Survey Report - Sketch Drawing	Pysgelo Surveys	31.10.2016
30.	Shower Screen Walling Compliance Certificate	Metro Showers and Windows	02.11.2016
31.	Test Reports & Certificates: • FireMastic Pen Pipe Test No. 2706 • Grey Bushhammer Test No. 6589s • Romtek Test No. 678804.1 • Carpet Test No. 973 • Sealants Report No. SP3932 • Fibreboard Test No. 804 • Beta & Blankets Test No. FCC-2950/4192 • Dry Wall Report No. FSV0680 • Dry Wall Report No. FSV 0880 • Soudal Test No. CC3687/FCC-1785 • Dry Wall Report No. FSV 0891	CEFCO	09.12.2015 25.11.2016 20.06.2015 21.10.2015 20.05.2015 07.03.2016 04.09.2015 16.11.1999 16.11.1999 14.11.2006 15.11.1999
32.	Installation Certificates: • Electrical Works & Lighting • Electrical Works, Lighting & Smoke Detectors • Electrical & Communication	Well Connected Electrical	10.11.2016 10.11.2016 18.10.2016
33.	Stormwater At Risk Certification	UP Consulting Australia Pty Ltd	17.11.2016
34.	Certificate of Design - Traffic Engineering	WSP	18.11.2016
35.	Architectural Design Statement - DA 1 (Crime Prevention) & DA 7 (SRP 85), DA 30 (Off-street parking) & DA 32 (Carwash Bay & Bike Parking)	DRS Architecture (NSW) Pty Ltd	15.11.2016
36.	Test Reports: • Pipe Report No. 3456/8300c • Steel Wall Insulation No. 18271-CD • Pitow No. 26915-06	Exova Watertightline	30.03.2016 11.03.2013 27.01.2012
37.	Test Report No. 24897 - Stone Track	Wapcheck	18.03.2016
38.	Test Reports: • Plasterboard No. FP3465 • Sealing & Penetration No. FR 3700 • Fire Collars No. PAR 2922	Brenz	13.06.2006 14.06.2006 09.12.2013
39.	Test Reports: • Tuxton No. 10322C • Case Vector No. 082833	APL	06.01.2016 28.08.2016



40.	<u>Test Reports:</u> • Easwood NO. 16-004537 • Roofing No. 7-586237-CN	AWTA	01.06.2016 25.07.2012
41.	<u>Test Reports:</u> • Pipe No. 46761.1 • Premises Pipe No. 46633.1	WATA	17.09.2004 11.04.2007
42.	<u>Sealant Certification:</u> • Fire Test Certificate No. FR 1819 • Test Report No. FP 1819	BTL	20.01.1996 20.06.1994
43.	Thermal Report - Polystyrene Insulation	ACRONIM	08.11.2013
44.	<u>Test Reports:</u> Pipe Test No. A-15-0/8	PSFG	05.06.2016
45.	Schedule of Wall and Floor Linings	-	-
46.	Fire Alarm System Certificate	ARA	20.10.2016
47.	Installation Certificate - Dry Fire Electrical Installation	ATA	18.10.2016
48.	Fire Safety Engineering Inspection Report	Ability Fire Engineering	22.11.2016
49.	Installation Certificate: + Fire Seats + Lightweight Construction	Custom Coatings	22.11.2016
50.	Installation Certificate: + Fire Doors + Smoke Seats	Comac Doors and Hardware	22.11.2016
51.	Installation Certificate: + Window & Door Seals Storage	St Hiller's Property Pty Ltd	22.11.2016
52.	Stormwater W/S drawings (x 6 sheets)	Rygate Surveyors	26.07.2016
53.	Access Certification	BGA Logic	24.11.2016
54.	Installation of Braille & Tactile Signs	St Hillers	24.11.2016
55.	Landscape Design Certificate	Urbs	24.11.2016


**SCHEDULE 2****FIRE SAFETY SCHEDULE**

Insert under Clause 76 of the Environmental Planning & Assessment Regulation 2000

Owner:	Buildings C & D, 101 Lord Street, North Parramatta
Address:	Thames North Parramatta Pty Ltd
DEVELOPMENT APPLICATION No.:	DAM/1182
CONSTRUCTION CERTIFICATE No.:	CC-18185, CC-18223 & CC-18685
OCCUPATION CERTIFICATE No.:	OC-18304

SCHEDULE

Essential Fire and Other Safety Measures	Standard of Performance	How
Access Panels, Doors & Hoppers	BCA Clause C3.13 & AS 1530.4 - 2008	✓
Alarm Signalling Equipment	AS1670.3 - 2004	✓
Automatic Fire Detection & Alarm System	BCA Spec. E2.2a & AS1670.1 - 2004 & Fire Safety Engineering Report prepared by Affinity Fire Engineering Report No. 152042_FCR_07 Revision 7 dated 09/03/2015	✓
Automatic Fire Suppression Systems	BCA Spec. E1.5 & AS 2151.1 - 1996 & Fire Safety Engineering Report prepared by Affinity Fire Engineering Report No. 152042_FER_07 Revision 7 dated 09/03/2015	✓
Pushing Out and Working System activated by the Fire Detection and Alarm System	BCA Clause P1.3, P1.4, P1.5 & P1.6 and AS 2299.1 - 2006 & Fire Safety Engineering Report prepared by Affinity Fire Engineering Report No. 152042_FER_07 Revision 7 dated 09/03/2015	✓
Emergency Lighting	BCA Clause E3.4 & AS 2299.1 - 2006	✓
Exit Signs	BCA Clauses E4.1, E4.2 & E4.3 and AS 2299.1 - 2006 & Fire Safety Engineering Report prepared by Affinity Fire Engineering Report No. 152042_FER_07 Revision 7 dated 09/03/2015	✓
Fire Detectors	BCA Clause C3.15, AS 1683.1 - 1996 & AS 1683.1 & 2 - 1996	✓
Fire Doors	BCA Clause C2.12, C2.2, C3.4, C3.8, C3.11 and AS 1935.1 - 2005	✓
Fire Hose Reels	BCA Clause E1.4 & AS 2441 - 2006 & Fire Safety Engineering Report prepared by Affinity Fire Engineering Report No. 152042_FER_07 Revision 7 dated 09/03/2015	✓
Fire Hydrant Systems	Clause E1.3 & AS 2451.1 - 2006 & Fire Safety Engineering Report prepared by Affinity Fire Engineering Report No. 152042_FCR_07 Revision 7 dated 09/03/2015	✓
Fire Risks	BCA Clause C1.15 & AS 1530.4 - 2008 & AS 4077.1 - 2005	✓
Lightweight Construction	BCA Clause C1.6 & AS 1030.3 - 1999	✓
Mechanical Air Handling Systems (if applicable)	BCA Clause E2.2, AS/NZS 1666.1 - 1994 & AS 1568.2 - 1997	✓



Essential Fire and Other Safety Measures	Standards of Performance	How
Paths of travel	EP & A Regulation Clause 188	✓
Portable Fire Extinguishers	BCA Clause E1.5 & AS 2444 - 2001 & Fire Safety Engineering Report prepared by Affinity Fire Engineering Report No. 152042, PFR 07 Revision 7 dated 09/03/2016	✓
Smoke and/or Heat Alarm Systems	BCA Spec. C3.2a & AS 5788 - 1995	✓
Smoke seals (BOL's and fire doors)	AS 1865.1 & Fire Safety Engineering Report prepared by Affinity Fire Engineering Report No. 152042, PFR 07 Revision 7 dated 09/03/2016	✓
Wall wetting sprinklers	BCA Clause C3.4 & AS 2155.2 - 1995	✓
Warning & Operational signs	Section 183 of the EP & A Regulations 2000, AS 1865.1 - 2003, BCA Clause C3.6, C3.20, C3.3	✓
<p>Fire engineered Alternative Solutions relating to:</p> <ul style="list-style-type: none"> Unprotected openings within 3m of the boundary Non-fire rated balcony elements Reduced slab thickness to achieve FRL Extended exit travel distances of 12m in lieu of 6m from apartments A205, A305, A405, A505, A605 and A805 in Building A Extended exit travel distances of 11.5m in lieu of 6m from apartments C205, C305 and C405 in Building B Extended exit travel distances of 10m in lieu of 6m from apartments C205, C305, C405, C505, C605 and C705 in Building C Extended exit travel distances of 11.5m in lieu of 6m from apartments D201, D301 and D401 in Building D Unprotected openings along the fire stair discharge Separation of rising and descending stairs Hydrant / Sprinkler Room location Exclusion of fire hose reels within the garbage rooms Sprinkler Valve Room Location Location of fire entry to the base of the garbage chute shafts 	<p>Fire Safety Engineering Report prepared by Affinity Fire Engineering Report No. 152042, PFR 07 Revision 7 dated 09/03/2016 & BCA Performance Requirements (PFR 07) C154, C206, PFR 1, PFR 3 & EP2.2.</p>	✓



SCHEDULE 3
INSPECTION SCHEDULE

Inspection Type	Inspection by	Date	Satisfactory
• After the commencement of the excavation for, and before the placement of, the first footing.	Dean Goldsmith (SPB0141)	09.10.2016	Yes
• Prior to covering of underpinning in any wet areas, for a minimum 10% of floors with wet areas within a building.	Dean Goldsmith (SPB0141)	16.06.2016	Yes
• Prior to covering of any stormwater drainage connections.	Dean Goldsmith (SPB0141)	28.08.2016	Yes
• Completion of fire rated walls prior to installation of ceiling.	Dean Goldsmith (SPB0141)	19.06.2016	Yes
• Preliminary Final Inspection and onsite testing of all active fire safety systems. Prior to completion of building works.	Dean Goldsmith (SPB0141)	24.10.2016	Yes
• Progress Inspections	Dean Goldsmith (SPB0141)	02.06.2016	Yes
• Progress Inspections	Dean Goldsmith (SPB0141)	28.06.2016	Yes
• Progress Inspections	Dean Goldsmith (SPB0141)	08.09.2016	Yes
• Progress Inspections	Dean Goldsmith (SPB0141)	16.09.2016	Yes
• Progress Inspections	Dean Goldsmith (SPB0141)	10.10.2016	Yes
• Progress Inspections	Dean Goldsmith (SPB0141)	27.10.2016	Yes
• Progress Inspections	Dean Goldsmith (SPB0141)	03.11.2016	Yes
• Progress Inspections	Dean Goldsmith (SPB0141)	10.11.2016	Yes
• Progress Inspections	Dean Goldsmith (SPB0141)	15.11.2016	Yes
• Progress Inspections	Dean Goldsmith (SPB0141)	16.11.2016	Yes
• After the building work has been completed and prior to any occupation certificate being issued in relation to the building.	Dean Goldsmith (SPB0141)	23.11.2016	Yes

Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP94606

SEARCH DATE	TIME	EDITION NO	DATE
2/10/2021	4:10 PM	4	20/3/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94606
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PENRITH
LOCAL GOVERNMENT AREA PENRITH
PARISH OF CASTLEREAGH COUNTY OF CUMBERLAND
TITLE DIAGRAM SP94606

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 94606
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- BRIGHT & DUGGAN
PO BOX 281
CROWS NEST
NSW 1585

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 J38042 RIGHT(S) MORE FULLY SET OUT IN J38042 APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND COMPRISED IN DP104189
- 2 P850417 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART SHOWN AS PROPOSED EASEMENT FOR STORMWATER 10 WIDE & VAR. WITHIN LOT 8 IN DP583998
- 3 DP1184498 RIGHT OF CARRIAGEWAY 6 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 AK808985 RESTRICTION(S) ON THE USE OF LAND
- 5 AK808986 POSITIVE COVENANT
- 6 DP1225486 EASEMENT FOR LIGHT AND AIR 6 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1225486 EASEMENT FOR ELECTRICITY CABLES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1239716 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE AND

VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
 9 AN409539 INITIAL PERIOD EXPIRED
 10 AQ890689 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 1 - CONTINUED OVER

167308:RANGA

PRINTED ON 2/10/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP94606

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 94606

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 73		2 - 55		3 - 55		4 - 73	
5 - 72		6 - 58		7 - 57		8 - 74	
9 - 74		10 - 55		11 - 55		12 - 74	
13 - 71		14 - 49		15 - 48		16 - 70	
17 - 75		18 - 56		19 - 56		20 - 74	
21 - 80		22 - 54		23 - 49		24 - 71	
25 - 75		26 - 56		27 - 56		28 - 75	
29 - 80		30 - 54		31 - 49		32 - 72	
33 - 76		34 - 56		35 - 56		36 - 75	
37 - 80		38 - 55		39 - 49		40 - 72	
41 - 76		42 - 56		43 - 56		44 - 75	
45 - 81		46 - 55		47 - 54		48 - 73	
49 - 77		50 - 56		51 - 56		52 - 76	
53 - 81		54 - 55		55 - 54		56 - 73	
57 - 79		58 - 58		59 - 58		60 - 78	
61 - 81		62 - 57		63 - 55		64 - 75	
65 - 75		66 - 75		67 - 76		68 - 76	
69 - 74		70 - 55		71 - 74		72 - 55	
73 - 74		74 - 75		75 - 56		76 - 74	
77 - 56		78 - 75		79 - 77		80 - 57	
81 - 76		82 - 57		83 - 77		84 - 73	
85 - 74		86 - 57		87 - 74		88 - 74	
89 - 55		90 - 55		91 - 74		92 - 70	
93 - 48		94 - 71		95 - 74		96 - 55	
97 - 55		98 - 75		99 - 71		100 - 49	
101 - 71		102 - 75		103 - 56		104 - 56	
105 - 75		106 - 72		107 - 49		108 - 72	
109 - 75		110 - 56		111 - 56		112 - 76	
113 - 72		114 - 49		115 - 72		116 - 76	
117 - 56		118 - 56		119 - 76		120 - 73	
121 - 54		122 - 73		123 - 76		124 - 56	
125 - 56		126 - 78		127 - 75		128 - 55	
129 - 75		130 - 78		131 - 57		132 - 57	
133 - 75		134 - 75		135 - 76		136 - 76	
137 - 74		138 - 55		139 - 74		140 - 55	
141 - 74		142 - 75		143 - 56		144 - 74	
145 - 56		146 - 75		147 - 77		148 - 57	
149 - 76		150 - 57		151 - 77			

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

167308:RANGA

PRINTED ON 2/10/2021

Provided on 02/10/2021 04:10 PM by CITEC Confirm

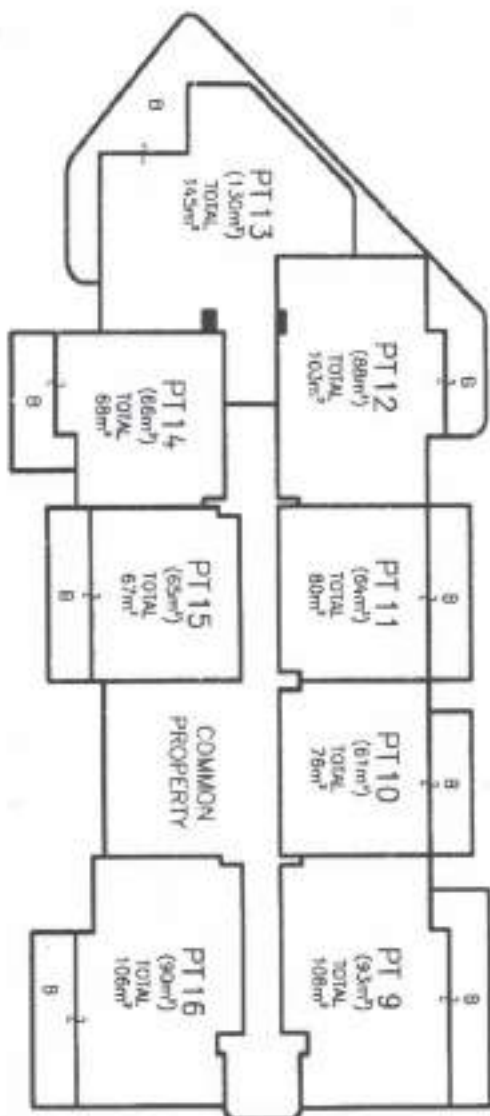
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

Property Exchange Australia Limited, a reseller of CITEC Confirm hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act, 1900.

Information contained in this document is provided by Property Exchange Australia Limited, a reseller of CITEC Confirm, ABN 52 566 829 700, confirm.com.au, an approved NSW Information Broker.

© Office of the Registrar General 2021.

LEVEL 1
BUILDING A



B - BALCONY

THE SCOPE OF THE BUILDING IS LIMITED IN HEIGHT TO 3 ABOVE THE GREEN SURFACE OF HIGH RESPECTIVE FLOORS EXCEPT WHERE CO-TERMINAL WITH THE LAND AREA SHOWN ON THE FLOOR PLAN AND WITHIN THE SCOPE OF THE STRATA SCHEME (INDEMNITY) ACT 1973 WHICH MAY DIFFER FROM FLOOR AREA FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH CROSS THE LOT ONLY ARE LOCATED OUTSIDE OF ROAD LOT ARE COMMON PROPERTY.

THE CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Scale: 1:100 (Horizontal) 1:50 (Vertical)

Surveyor: MITCHELL KEITH ADAMS Surveyor's Ref: 14-0923 SP Accreditation No: 291/2016 Legends are in red for Reduction Plans (1:200(A))	REGISTERED 24.11.2016	SP94606
---	--------------------------	---------

Any modification to this document must be approved by the Surveyor and the Registrar of Titles.

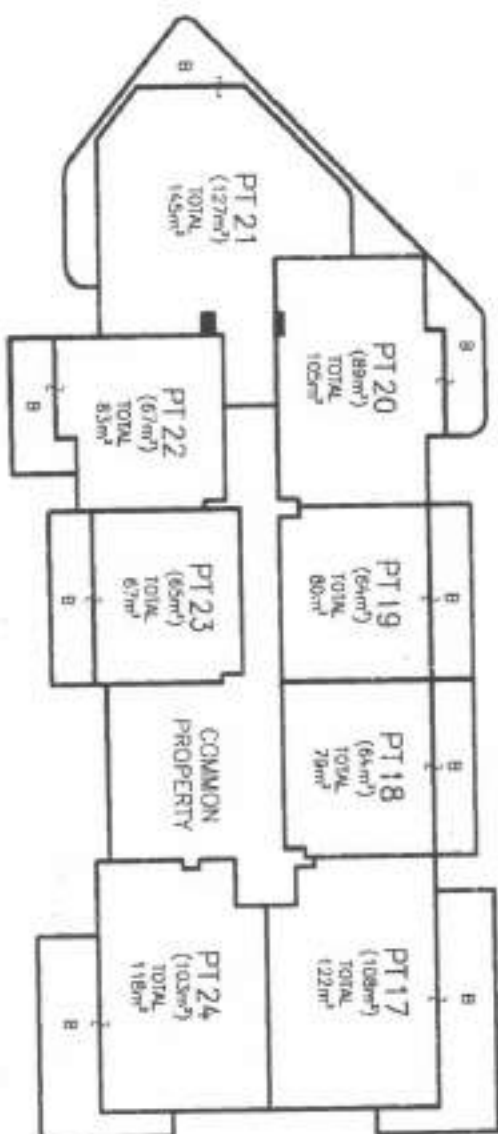
Ref:PHILLIPS/Sic M

STRATA PLAN FORM 2 (A3)

WARNING: CROISSING OR FOLDING WILL LEAD TO REJECTION

6/7/2016 9:41:16 AM 10/20/2016

LEVEL 2 BUILDING A



THE STRATA OF THE BUILDING IS LIMITED TO 3 STORES. THE UPPER
FLOOR OF EACH RESPECTIVE FLOOR IS NOT TO BE USED FOR ANY
OTHER PURPOSES. THE FLOOR PLAN MUST BE CALCULATED FOR THE PURPOSE OF THE STRATA ACT (1975) (REPEALED) (1975/2016)
AND NOT FOR ANY OTHER PURPOSES. THE FLOOR AREA FOR EACH UNIT
MUST BE CALCULATED IN ACCORDANCE WITH THE STRATA ACT (1975) (REPEALED) (1975/2016) AND NOT FOR ANY OTHER PURPOSES.
THE FLOOR OF EACH UNIT MUST BE CALCULATED IN ACCORDANCE WITH THE STRATA ACT (1975) (REPEALED) (1975/2016) AND NOT FOR ANY OTHER PURPOSES.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor: MITCHELL KEITH AVRES
Surveyor's Ref: 140923 SP
Date: 20/11/2016
Length: one in meters. Reduction: none 1:200(A3)

REGISTERED
24/11/2016

SP94606

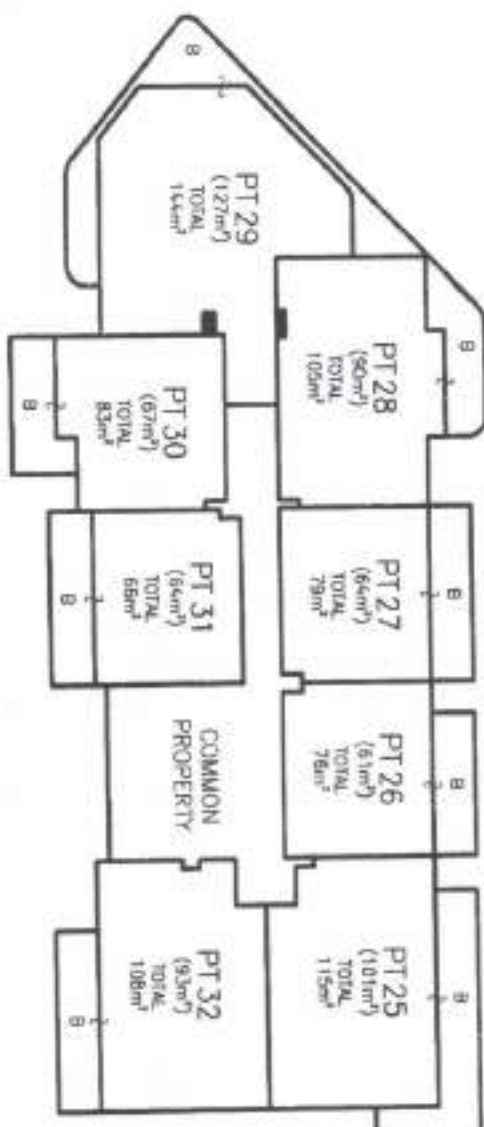
PHILLIPS/Sic M

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

a3plan

Sheet No. 3 of 28 Sheets

LEVEL 3
BUILDING A

B - BALCONY

THE CREATION OF THE UNITS/COMMONS IS LIMITED IN ACCORD TO 2.1 ABOVE THE UNITS/COMMONS ARE SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSES OF THE STRATA SCHEMES (PROPOSED) (ENCL/PROPOSED) ACT 1923 ONLY. THEY MAY DIFFER FROM FLOOR AREA FOR OTHER PURPOSES.

FLOOR PLANS OF STRATA UNITS MUST SHOW THE LOT ONLY AND NOT LOCATED OUTSIDE OF THAT LOT AND COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Scale: 1:1000
 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

Surveyor: MITCHELL KEITH ARRES
 Surveyor's Ref: 140923 SP
 Subdivision No: 293/2016
 Lengths are in metres (rounded to 1 decimal place)



RECEIVED
 24.11.2016

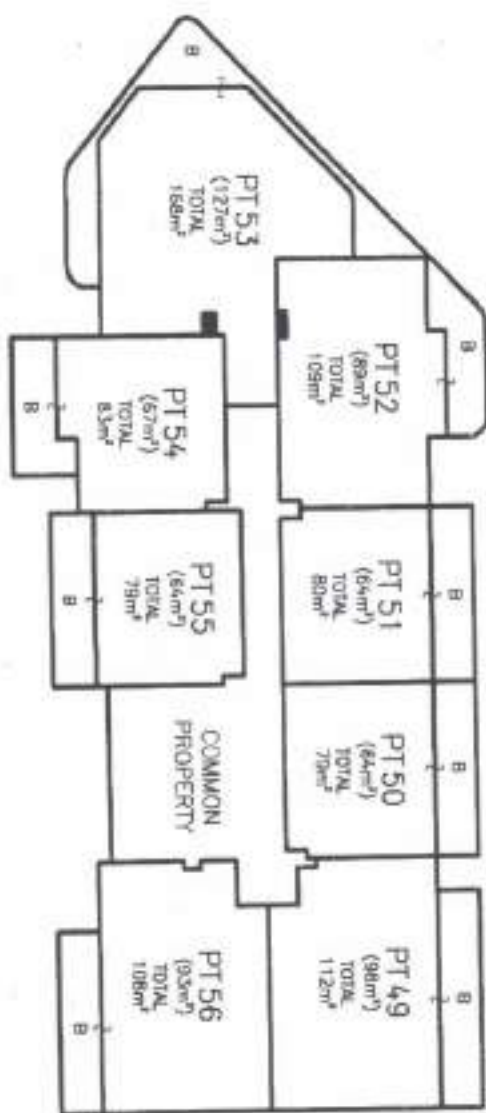
SP94606

Ref:PHILLIPS /Src:M

STRATA PLAN FORM 2 (A3)

WARNING: CREAMING OR FOLDING WILL LEAD TO RUINATION

Sheet No. 12 of 20 Sheets

LEVEL 6
BUILDING A

B - BALCONY

THE SPACING OF THE BALCONIES IS LIMITED IN HEIGHT TO 2 ABOVE THE UPPER SURFACE OF EACH ADJACENT FLOOR EXCEPT WHERE COVERED WITH THE SAME AREA SHOWN ON THE FLOOR PLAN HAS BEEN ALLOCATED INTO THE RANGE OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973 OR AS DIRECTED FROM FLOOR AREA FOR OTHER PURPOSES

NOTE: PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY ARE NOT LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY

THE CLASST NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Scale: 1:1000 (Horizontal) 1:200 (Vertical)

Supervisor: MITCHELL, KETHA AYES
 Surveyor's Ref: 140923 SP
 Subdivision No: 2945/2016
 Verifies are in order: Declaration No: 1/2020

REGISTERED
 24.11.2016

SP94606

This document is a draft and should not be used for any other purpose than the one for which it was prepared.

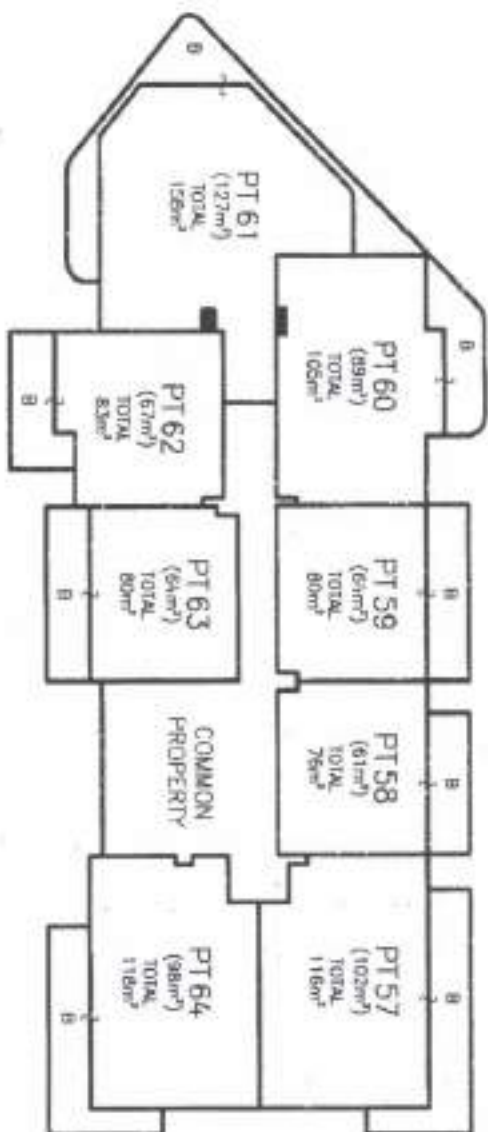
STRATA PLAN FORM 2 (A3)

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

87/966

Sheet No. 13 of 28 Sheets

LEVEL 7 BUILDING A



B - BALCONY

THE STRATA OF THE BUILDING IS LIMITED IN HEIGHT TO 3 ABOVE THE GROUND SURFACE OF THE ADJACENT FLOODS EXCEPT WHERE CONSIDERED OTHERWISE BY THE LOCAL AUTHORITY. THE FLOOR PLANS HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (PROPOSED) (ENCLOSURE) ACT 1975 ONLY. THEY MAY DIFFER FROM FLOOR PLANS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Scale: 1:1000 (Horizontal) 1:100 (Vertical)

Surveyor: MITCHELL KEITH ARMES
Surveyor's Ref: 140923 SP
Registration No: 291/2016
Lengths are in metres (Rounded to 1 decimal place)

REGISTERED
24.11.2016

SP94606

1. The survey was carried out in accordance with the Survey Act 1975 and the Survey Regulations 1976.

Ref:PHILLIPS /Sec:M

STRATA PLAN FORM 2 (A3)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet No. 15 of 26 (24/16)

LEVEL 1
BUILDING B

B - BALCONY

THE STRATA OF THE BUILDINGS IS LIMITED IN HEIGHT TO 3 ABOVE THE STREET
 SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE CONSIDERED WITHIN THIS PLAN
 ARE SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (PREPARED DEVELOPMENT)
 ACT 1973 ONLY THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

THESE PARTS OF STRATA LOTS WHICH STRIKE ONE LOT ONLY ARE NOT LOCATED OUTSIDE OF THAT LOT THE COMMON PROPERTY
 FOR CLARITY NOT ALL COMMON AREAS ARE SHOWN

Scale: 1:1000
 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

Surveyor: MITCHELL KEITH AYLES
 Surveyor's Ref: 160923 SP
 Subdivision No: 293/2016
 Lengths are in metres (rounded down to 1/100th)



REGISTERED
 24.11.2016

SP94606

THIS DOCUMENT IS THE PROPERTY OF THE SURVEYOR AND MUST NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR

Ref:PHILLIPS /Src:M

STRATA PLAN FORM 2 (A3)

WARNING: CHANGING OR FOLDING WILL LEAD TO DESTRUCTION

Sheet No. 18 of 20 Sheets

LEVEL 2 BUILDING B



THE STRATA OF THE BUILDINGS IS LIMITED TO 3 ABOVE THE JACKET

ASIDE FROM THE FLOOR PLAN THE TOTAL CALCULATED FOR THE PURPOSE OF THE STRATA ACT (1973) ONLY THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

THOSE PARTS OF THE BUILDING WHICH ARE LOCATED OUTSIDE OF THE LOT ARE COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Scale: 1:1000

1. BALCONY

Surveyor: MITCHELL KEITH AYRES
 Subdivision No: 2015/2016
 (Lengths are in metres)

REGISTERED
 24.11.2016

SP94606

THIS DOCUMENT IS THE PROPERTY OF THE SURVEYOR AND MUST NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS

SIBATA PLAN FORM 2 (A3)

WARNING: CROPPING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 17 of 20 Sheets

LEVEL 3 BUILDING B



B - BALCONY

THE SPACING OF THE SECTIONS IS LIMITED IN ORDER TO 3.00m. THE SPACING
DISTANCE OF THEIR RESPECTIVE FLOORS SHOULD BE KEPT TO 3.00m. THE
AREAS SHOWN ON THE FLOOR PLAN MAY VARY FROM THE FLOOR PLAN OF THE BUILDING
NOT 100% ONLY. THEY MAY DIFFER FROM FLOOR AREA FOR OTHER REASONS.

THESE PARTS OF THE FLOOR PLAN WHICH SHOULD BE FOR THE USE OF THE COMMON PROPERTY

THESE PARTS OF THE FLOOR PLAN WHICH SHOULD BE FOR THE USE OF THE COMMON PROPERTY

THESE PARTS OF THE FLOOR PLAN WHICH SHOULD BE FOR THE USE OF THE COMMON PROPERTY

Surveyor: MITCHELL KEITH ANDRES

Surveyor's Ref: 140923 SP

Submission No: 293/2016

Height in x meters (Reduction factor 1.0000)

REGISTERED

24.11.2016

SP94606

Any change in the plan must be submitted to the Surveyor for approval before it is used.

STRATA PLAN FORM 2 (A3)

WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 18 of 29 Sheets

GROUND LEVEL BUILDING C



THE SIGNATURE OF THE PERSONS IS LIMITED IN RESPECT TO 3.2 ABOVE THE PERSONS
 SUBJECT OF THEIR RESPECTIVE RIGHTS (EXCEPT WHERE INDICATED WITHIN THIS PLAN)
 ARE SHOWN ON THE FLOOR PLAN HAVE BEEN OBTAINED FOR THE PURPOSE OF THE STRATA ACT (1973) ONLY THEY MAY DIFFER FROM FLOOR PLANS FOR OTHER PURPOSES
 THESE PLANS OF COMMON AREAS WHICH SHOW THE LOT ONLY AND ARE LOCATED OUTSIDE OF THE LOT ARE COMMON PROPERTY
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000 1010 1020 1030 1040 1050 1060 1070 1080 1090 1100 1110 1120 1130 1140 1150 1160 1170 1180 1190 1200 1210 1220 1230 1240 1250 1260 1270 1280 1290 1300 1310 1320 1330 1340 1350 1360 1370 1380 1390 1400 1410 1420 1430 1440 1450 1460 1470 1480 1490 1500 1510 1520 1530 1540 1550 1560 1570 1580 1590 1600 1610 1620 1630 1640 1650 1660 1670 1680 1690 1700 1710 1720 1730 1740 1750 1760 1770 1780 1790 1800 1810 1820 1830 1840 1850 1860 1870 1880 1890 1900 1910 1920 1930 1940 1950 1960 1970 1980 1990 2000 2010 2020 2030 2040 2050 2060 2070 2080 2090 2100 2110 2120 2130 2140 2150 2160 2170 2180 2190 2200 2210 2220 2230 2240 2250 2260 2270 2280 2290 2300 2310 2320 2330 2340 2350 2360 2370 2380 2390 2400 2410 2420 2430 2440 2450 2460 2470 2480 2490 2500 2510 2520 2530 2540 2550 2560 2570 2580 2590 2600 2610 2620 2630 2640 2650 2660 2670 2680 2690 2700 2710 2720 2730 2740 2750 2760 2770 2780 2790 2800 2810 2820 2830 2840 2850 2860 2870 2880 2890 2900 2910 2920 2930 2940 2950 2960 2970 2980 2990 3000 3010 3020 3030 3040 3050 3060 3070 3080 3090 3100 3110 3120 3130 3140 3150 3160 3170 3180 3190 3200 3210 3220 3230 3240 3250 3260 3270 3280 3290 3300 3310 3320 3330 3340 3350 3360 3370 3380 3390 3400 3410 3420 3430 3440 3450 3460 3470 3480 3490 3500 3510 3520 3530 3540 3550 3560 3570 3580 3590 3600 3610 3620 3630 3640 3650 3660 3670 3680 3690 3700 3710 3720 3730 3740 3750 3760 3770 3780 3790 3800 3810 3820 3830 3840 3850 3860 3870 3880 3890 3900 3910 3920 3930 3940 3950 3960 3970 3980 3990 4000 4010 4020 4030 4040 4050 4060 4070 4080 4090 4100 4110 4120 4130 4140 4150 4160 4170 4180 4190 4200 4210 4220 4230 4240 4250 4260 4270 4280 4290 4300 4310 4320 4330 4340 4350 4360 4370 4380 4390 4400 4410 4420 4430 4440 4450 4460 4470 4480 4490 4500 4510 4520 4530 4540 4550 4560 4570 4580 4590 4600 4610 4620 4630 4640 4650 4660 4670 4680 4690 4700 4710 4720 4730 4740 4750 4760 4770 4780 4790 4800 4810 4820 4830 4840 4850 4860 4870 4880 4890 4900 4910 4920 4930 4940 4950 4960 4970 4980 4990 5000 5010 5020 5030 5040 5050 5060 5070 5080 5090 5100 5110 5120 5130 5140 5150 5160 5170 5180 5190 5200 5210 5220 5230 5240 5250 5260 5270 5280 5290 5300 5310 5320 5330 5340 5350 5360 5370 5380 5390 5400 5410 5420 5430 5440 5450 5460 5470 5480 5490 5500 5510 5520 5530 5540 5550 5560 5570 5580 5590 5600 5610 5620 5630 5640 5650 5660 5670 5680 5690 5700 5710 5720 5730 5740 5750 5760 5770 5780 5790 5800 5810 5820 5830 5840 5850 5860 5870 5880 5890 5900 5910 5920 5930 5940 5950 5960 5970 5980 5990 6000 6010 6020 6030 6040 6050 6060 6070 6080 6090 6100 6110 6120 6130 6140 6150 6160 6170 6180 6190 6200 6210 6220 6230 6240 6250 6260 6270 6280 6290 6300 6310 6320 6330 6340 6350 6360 6370 6380 6390 6400 6410 6420 6430 6440 6450 6460 6470 6480 6490 6500 6510 6520 6530 6540 6550 6560 6570 6580 6590 6600 6610 6620 6630 6640 6650 6660 6670 6680 6690 6700 6710 6720 6730 6740 6750 6760 6770 6780 6790 6800 6810 6820 6830 6840 6850 6860 6870 6880 6890 6900 6910 6920 6930 6940 6950 6960 6970 6980 6990 7000 7010 7020 7030 7040 7050 7060 7070 7080 7090 7100 7110 7120 7130 7140 7150 7160 7170 7180 7190 7200 7210 7220 7230 7240 7250 7260 7270 7280 7290 7300 7310 7320 7330 7340 7350 7360 7370 7380 7390 7400 7410 7420 7430 7440 7450 7460 7470 7480 7490 7500 7510 7520 7530 7540 7550 7560 7570 7580 7590 7600 7610 7620 7630 7640 7650 7660 7670 7680 7690 7700 7710 7720 7730 7740 7750 7760 7770 7780 7790 7800 7810 7820 7830 7840 7850 7860 7870 7880 7890 7900 7910 7920 7930 7940 7950 7960 7970 7980 7990 8000 8010 8020 8030 8040 8050 8060 8070 8080 8090 8100 8110 8120 8130 8140 8150 8160 8170 8180 8190 8200 8210 8220 8230 8240 8250 8260 8270 8280 8290 8300 8310 8320 8330 8340 8350 8360 8370 8380 8390 8400 8410 8420 8430 8440 8450 8460 8470 8480 8490 8500 8510 8520 8530 8540 8550 8560 8570 8580 8590 8600 8610 8620 8630 8640 8650 8660 8670 8680 8690 8700 8710 8720 8730 8740 8750 8760 8770 8780 8790 8800 8810 8820 8830 8840 8850 8860 8870 8880 8890 8900 8910 8920 8930 8940 8950 8960 8970 8980 8990 9000 9010 9020 9030 9040 9050 9060 9070 9080 9090 9100 9110 9120 9130 9140 9150 9160 9170 9180 9190 9200 9210 9220 9230 9240 9250 9260 9270 9280 9290 9300 9310 9320 9330 9340 9350 9360 9370 9380 9390 9400 9410 9420 9430 9440 9450 9460 9470 9480 9490 9500 9510 9520 9530 9540 9550 9560 9570 9580 9590 9600 9610 9620 9630 9640 9650 9660 9670 9680 9690 9700 9710 9720 9730 9740 9750 9760 9770 9780 9790 9800 9810 9820 9830 9840 9850 9860 9870 9880 9890 9900 9910 9920 9930 9940 9950 9960 9970 9980 9990 10000 10010 10020 10030 10040 10050 10060 10070 10080 10090 10100 10110 10120 10130 10140 10150 10160 10170 10180 10190 10200 10210 10220 10230 10240 10250 10260 10270 10280 10290 10300 10310 10320 10330 10340 10350 10360 10370 10380 10390 10400 10410 10420 10430 10440 10450 10460 10470 10480 10490 10500 10510 10520 10530 10540 10550 10560 10570 10580 10590 10600 10610 10620 10630 10640 10650 10660 10670 10680 10690 10700 10710 10720 10730 10740 10750 10760 10770 10780 10790 10800 10810 10820 10830 10840 10850 10860 10870 10880 10890 10900 10910 10920 10930 10940 10950 10960 10970 10980 10990 11000 11010 11020 11030 11040 11050 11060 11070 11080 11090 11100 11110 11120 11130 11140 11150 11160 11170 11180 11190 11200 11210 11220 11230 11240 11250 11260 11270 11280 11290 11300 11310 11320 11330 11340 11350 11360 11370 11380 11390 11400 11410 11420 11430 11440 11450 11460 11470 11480 11490 11500 11510 11520 11530 11540 11550 11560 11570 11580 11590 11600 11610 11620 11630 11640 11650 11660 11670 11680 11690 11700 11710 11720 11730 11740 11750 11760 11770 11780 11790 11800 11810 11820 11830 11840 11850 11860 11870 11880 11890 11900 11910 11920 11930 11940 11950 11960 11970 11980 11990 12000 12010 12020 12030 12040 12050 12060 12070 12080 12090 12100 12110 12120 12130 12140 12150 12160 12170 12180 12190 12200 12210 12220 12230 12240 12250 12260 12270 12280 12290 12300 12310 12320 12330 12340 12350 12360 12370 12380 12390 12400 12410 12420 12430 12440 12450 12460 12470 12480 12490 12500 12510 12520 12530 12540 12550 12560 12570 12580 12590 12600 12610 12620 12630 12640 12650 12660 12670 12680 12690 12700 12710 12720 12730 12740 12750 12760 12770 12780 12790 12800 12810 12820 12830 12840 12850 12860 12870 12880 12890 12900 12910 12920 12930 12940 12950 12960 12970 12980 12990 13000 13010 13020 13030 13040 13050 13060 13070 13080 13090 13100 13110 13120 13130 13140 13150 13160 13170 13180 13190 13200 13210 13220 13230 13240 13250 13260 13270 13280 13290 13300 13310 13320 13330 13340 13350 13360 13370 13380 13390 13400 13410 13420 13430 13440 13450 13460 13470 13480 13490 13500 13510 13520 13530 13540 13550 13560 13570 13580 13590 13600 13610 13620 13630 13640 13650 13660 13670 13680 13690 13700 13710 13720 13730 13740 13750 13760 13770 13780 13790 13800 13810 13820 13830 13840 13850 13860 13870 13880 13890 13900 13910 13920 13930 13940 13950 13960 13970 13980 13990 14000 14010 14020 14030 14040 14050 14060 14070 14080 14090 14100 14110 14120 14130 14140 14150 14160 14170 14180 14190 14200 14210 14220 14230 14240 14250 14260 14270 14280 14290 14300 14310 14320 14330 14340 14350 14360 14370 14380 14390 14400 14410 14420 14430 14440 14450 14460 14470 14480 14490 14500 14510 14520 14530 14540 14550 14560 14570 14580 14590 14600 14610 14620 14630 14640 14650 14660 14670 14680 14690 14700 14710 14720 14730 14740 14750 14760 14770 14780 14790 14800 14810 14820 14830 14840 14850 14860 14870 14880 14890 14900 14910 14920 14930 14940 14950 14960 14970 14980 14990 15000 15010 15020 15030 15040 15050 15060 15070 15080 15090 15100 15110 15120 15130 15140 15150 15160 15170 15180 15190 15200 15210 15220 15230 15240 15250 15260 15270 15280 15290 15300 15310 15320 15330 15340 15350 15360 15370 15380 15390 15400 15410 15420 15430 15440 15450 15460 15470 15480 15490 15500 15510 15520 15530 15540 15550 15560 15570 15580 15590 15600 15610 15620 15630 15640 15650 15660 15670 15680 15690 15700 15710 15720 15730 15740 15750 15760 15770 15780 15790 15800 15810 15820 15830 15840 15850 15860 15870 15880 15890 15900 15910 15920 15930 15940 15950 15960 15970 15980 15990 16000 16010 16020 16030 16040 16050 16060 16070 16080 16090 16100 16110 16120 16130 16140 16150 16160 16170 16180 16190 16200 16210 16220 16230 16240 16250 16260 16270 16280 16290 16300 16310 16320 16330 16340 16350 16360 16370 16380 16390 16400 16410 16420 16430 16440 16450 16460 16470 16480 16490 16500 16510 16520 16530 16540 16550 16560 16570 16580 16590 16600 16610 16620 16630 16640 16650 16660 16670 16680 16690 16700 16710 16720 16730 16740 16750 16760 16770 16780 16790 16800 16810 16820 16830 16840 16850 16860 16870 16880 16890 16900 16910 16920 16930 16940 16950 16960 16970 16980 16990 17000 17010 17020 17030 17040 17050 17060 17070 17080 17090 17100 17110 17120 17130 17140 17150 17160 17170 17180 17190 17200 17210 17220 17230 17240 17250 17260 17270 17280 17290 17300 17310 17320 17330 17340 17350 17360 17370 17380 17390 17400 17410 17420 17430 17440 17450 17460 17470 17480 17490 17500 17510 17520 17530 17540 17550 17560 17570 17580 17590 17600 17610 17620 17630 17640 17650 17660 17670 17680 17690 17700 17710 17720 17730 17740 17750 17760 17770 17780 17790 17800 17810 17820 17830 17840 17850 17860 17870 17880 17890 17900 17910 17920 17930 17940 17950 17960 17970 17980 17990 18000 18010 18020 18030 18040 18050 18060 18070 18080 18090 18100 18110 18120 18130 18140 18150 18160 18170 18180 18190 18200 18210 18220 18230 18240 18250 18260 18270 18280 18290 18300 18310 18320 18330 18340 18350 18360 18370 18380 18390 18400 18410 18420 18430 18440 18450 18460 18470 18480 18490 18500 18510 18520 18530 18540 18550 18560 18570 18580 18590 18600 18610 18620 18630 18640 18650 18660 18670 18680 18690 18700 18710 18720 18730 18740 18750 18760 18770 18780 18790 18800 18810 18820 18830 18840 18850 18860 18870 18880 18890 18900 18910 18920 18930 18940 18950 18960 18970 18980 18990 19000 19010 19020 19030 19040 19050 19060 19070 19080 19090 19100 19110 19120 19130 19140 19150 19160 19170 19180 19190 19200 19210 19220 19230 19240 19250 19260 19270 19280 19290 19300 19310 19320 19330 19340 19350 19360 19370 19380 19390 19400 19410 19420 19430 19440 19450 19460 19470 19480 19490 19500 19510 19520 19530 19540 19550 19560 19570 19580 19590 19600 19610 19620 19630 19640 19650 19660 19670 19680 19690 19700 19710 19720 19730 19740 19750 19760 19770 19780 19790 19800 19810 19820 19830 19840 19850 19860 19870 19880 19890 19900 19910 19920 19930 19940 19950 19960 19970 19980 19990 20000 20010 20020 20030 20040 20050 20060 20070 20080 20090 20100 20110 20120 20130 20140 20150 20160 20170 20180 20190 20200 20210 20220 20230 20240 20250 20260 20270 20280 20290 20300 20310 20320 20330 20340 20350 20360 20370 20380 20390 20400 20410 20420 20430 20440 20450 20460 20470 20480 20490 20500 20510 20520 20530 20540 20550 20560 20570 20580 20590 20600 20610 20620 20630 20640 20650 20660 20670 20680 20690 20700 20710 20720 20730 20740 20750 20760 20770 20780 20790 20800 20810 20820 20830 20840 20850 20860 20870 20880 20890 20900 20910 20920 20930 20940 20950 20960 20970 20980 20990 21000 21010 21020 21030 21040 21

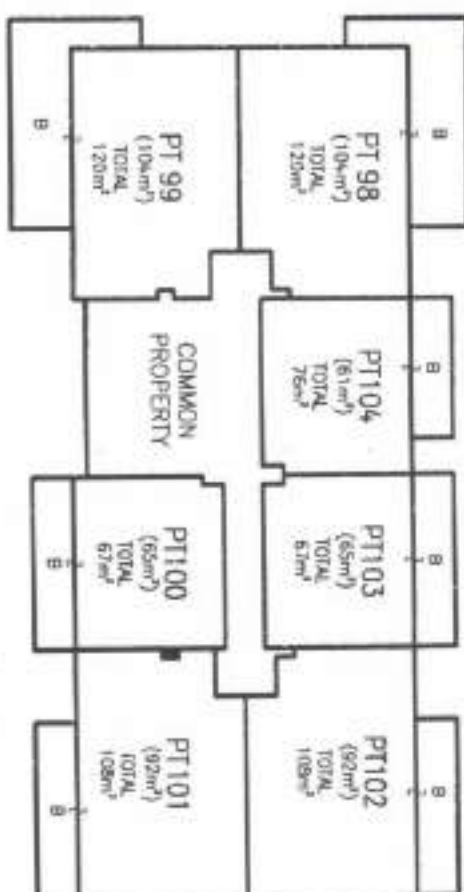
STRATA PLAN FORM 2 (AS)

WARNING: OVERSICING OR FOLDING WILL LEAD TO REJECTION

of 1m

Sheet No. 20 of 28 Sheets

LEVEL 2 BUILDING C



E - BALCONY

THE STRATA OF THE BALCONY IS LIMITED IN HEIGHT TO 3 ABOVE THE GROUND SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE CONSIDERED WITHIN THIS LIMIT.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA ACT (1973) ONLY, AND NOT INTENDED FOR OTHER PURPOSES.

THESE UNITS OF STRATA UNITS WHICH ARE SHOWN ON THE LOT ONLY AND ARE LOCATED OUTSIDE OF THE LOT ARE COMMON PROPERTY FOR QUANTY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

10m 20m 30m 40m 50m 60m 70m 80m 90m 100m 110m 120m 130m 140m 150m 160m 170m 180m 190m 200m

Surveyor: MITCHELL KEITH ARMES
Surveyor's Ref: 140923 SP
Accreditation No: 295/2016
Lengths are in metres. Fractional Parts 1/200 (AS)

REGISTERED
24-11-2016

SP94606

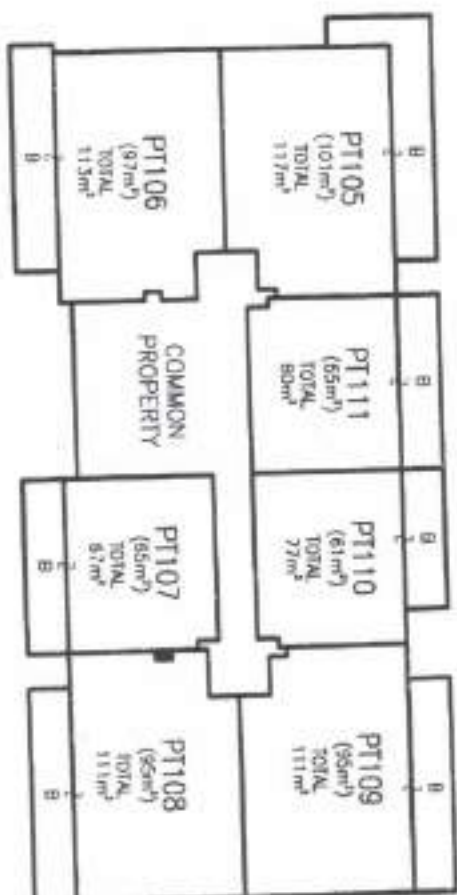
STRATA PLAN FORM 2 (AS) PHILLIPS / Src M

STRATA PLAN FORM 2 (A3)

WARNING: CROOKING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 21 of 20 Sheets

LEVEL 3
BUILDING C



THE STRATA OF THE BUILDINGS IS LAYED IN ACCORD TO 2 ABOVE THE LEVEL
 SURFACE OF THE RESPECTIVE FLOOR EXCEPT WHERE COINED WITH THE UNIT
 AREA SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (PREVIOUS EDITIONS)
 ACT 1973 (ACT 1973) THE ACT WITHIN FROM FLOOR AREAS FOR OTHER PURPOSES
 THERE ARE NO VARIATIONS WITHIN THE UNIT ONLY ARE NOT LAYED OUTSIDE OF THE LOT ARE COMMON PROPERTY
 FOR CLARITY AND ALL COMMON PROPERTY STRUCTURES ARE SHOWN

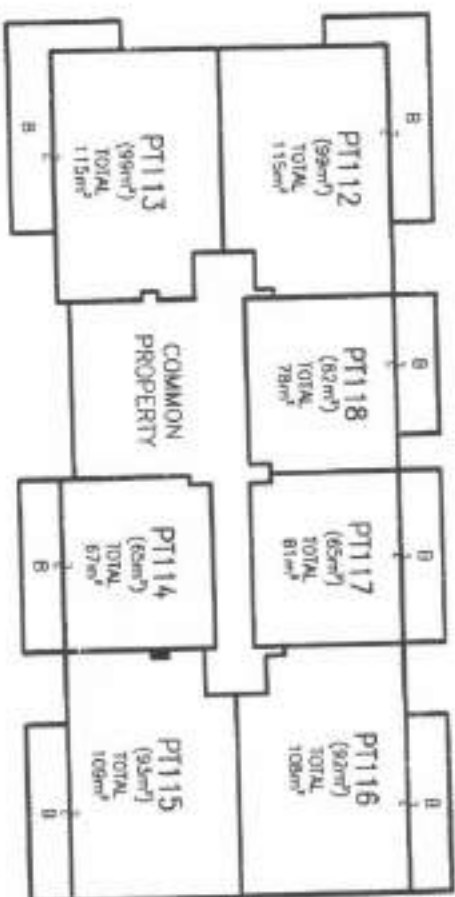
1:2000 20 30 40 50 60 70 80 90 100 120 150 200 250 300 400 500 600 700 800 900 1000 1200 1500 2000 2500 3000 4000 5000 6000 7000 8000 9000 10000 12000 15000 20000 25000 30000 40000 50000 60000 70000 80000 90000 100000 120000 150000 200000 250000 300000 400000 500000 600000 700000 800000 900000 1000000 1200000 1500000 2000000 2500000 3000000 4000000 5000000 6000000 7000000 8000000 9000000 10000000 12000000 15000000 20000000 25000000 30000000 40000000 50000000 60000000 70000000 80000000 90000000 100000000 120000000 150000000 200000000 250000000 300000000 400000000 500000000 600000000 700000000 800000000 900000000 1000000000 1200000000 1500000000 2000000000 2500000000 3000000000 4000000000 5000000000 6000000000 7000000000 8000000000 9000000000 10000000000 12000000000 15000000000 20000000000 25000000000 30000000000 40000000000 50000000000 60000000000 70000000000 80000000000 90000000000 100000000000 120000000000 150000000000 200000000000 250000000000 300000000000 400000000000 500000000000 600000000000 700000000000 800000000000 900000000000 1000000000000 1200000000000 1500000000000 2000000000000 2500000000000 3000000000000 4000000000000 5000000000000 6000000000000 7000000000000 8000000000000 9000000000000 10000000000000 12000000000000 15000000000000 20000000000000 25000000000000 30000000000000 40000000000000 50000000000000 60000000000000 70000000000000 80000000000000 90000000000000 100000000000000 120000000000000 150000000000000 200000000000000 250000000000000 300000000000000 400000000000000 500000000000000 600000000000000 700000000000000 800000000000000 900000000000000 1000000000000000 1200000000000000 1500000000000000 2000000000000000 2500000000000000 3000000000000000 4000000000000000 5000000000000000 6000000000000000 7000000000000000 8000000000000000 9000000000000000 10000000000000000 12000000000000000 15000000000000000 20000000000000000 25000000000000000 30000000000000000 40000000000000000 50000000000000000 60000000000000000 70000000000000000 80000000000000000 90000000000000000 100000000000000000 120000000000000000 150000000000000000 200000000000000000 250000000000000000 300000000000000000 400000000000000000 500000000000000000 600000000000000000 700000000000000000 800000000000000000 900000000000000000 1000000000000000000 1200000000000000000 1500000000000000000 2000000000000000000 2500000000000000000 3000000000000000000 4000000000000000000 5000000000000000000 6000000000000000000 7000000000000000000 8000000000000000000 9000000000000000000 10000000000000000000 12000000000000000000 15000000000000000000 20000000000000000000 25000000000000000000 30000000000000000000 40000000000000000000 50000000000000000000 60000000000000000000 70000000000000000000 80000000000000000000 90000000000000000000 100000000000000000000 120000000000000000000 150000000000000000000 200000000000000000000 250000000000000000000 300000000000000000000 400000000000000000000 500000000000000000000 600000000000000000000 700000000000000000000 800000000000000000000 900000000000000000000 1000000000000000000000 1200000000000000000000 1500000000000000000000 2000000000000000000000 2500000000000000000000 3000000000000000000000 4000000000000000000000 5000000000000000000000 6000000000000000000000 7000000000000000000000 8000000000000000000000 9000000000000000000000 10000000000000000000000 12000000000000000000000 15000000000000000000000 20000000000000000000000 25000000000000000000000 30000000000000000000000 40000000000000000000000 50000000000000000000000 60000000000000000000000 70000000000000000000000 80000000000000000000000 90000000000000000000000 100000000000000000000000 120000000000000000000000 150000000000000000000000 200000000000000000000000 250000000000000000000000 300000000000000000000000 400000000000000000000000 500000000000000000000000 600000000000000000000000 700000000000000000000000 800000000000000000000000 900000000000000000000000 1000000000000000000000000 1200000000000000000000000 1500000000000000000000000 2000000000000000000000000 2500000000000000000000000 3000000000000000000000000 4000000000000000000000000 5000000000000000000000000 6000000000000000000000000 7000000000000000000000000 8000000000000000000000000 9000000000000000000000000 10000000000000000000000000 12000000000000000000000000 15000000000000000000000000 20000000000000000000000000 25000000000000000000000000 30000000000000000000000000 40000000000000000000000000 50000000000000000000000000 60000000000000000000000000 70000000000000000000000000 80000000000000000000000000 90000000000000000000000000 100000000000000000000000000 120000000000000000000000000 150000000000000000000000000 200000000000000000000000000 250000000000000000000000000 300000000000000000000000000 400000000000000000000000000 500000000000000000000000000 600000000000000000000000000 700000000000000000000000000 800000000000000000000000000 900000000000000000000000000 1000000000000000000000000000 1200000000000000000000000000 1500000000000000000000000000 2000000000000000000000000000 2500000000000000000000000000 3000000000000000000000000000 4000000000000000000000000000 5000000000000000000000000000 6000000000000000000000000000 7000000000000000000000000000 8000000000000000000000000000 9000000000000000000000000000 10000000000000000000000000000 12000000000000000000000000000 15000000000000000000000000000 20000000000000000000000000000 25000000000000000000000000000 30000000000000000000000000000 40000000000000000000000000000 50000000000000000000000000000 60000000000000000000000000000 70000000000000000000000000000 80000000000000000000000000000 90000000000000000000000000000 100000000000000000000000000000 120000000000000000000000000000 150000000000000000000000000000 200000000000000000000000000000 250000000000000000000000000000 300000000000000000000000000000 400000000000000000000000000000 500000000000000000000000000000 600000000000000000000000000000 700000000000000000000000000000 800000000000000000000000000000 900000000000000000000000000000 1000000000000000000000000000000 1200000000000000000000000000000 1500000000000000000000000000000 2000000000000000000000000000000 2500000000000000000000000000000 3000000000000000000000000000000 4000000000000000000000000000000 5000000000000000000000000000000 6000000000000000000000000000000 7000000000000000000000000000000 8000000000000000000000000000000 9000000000000000000000000000000 10000000000000000000000000000000 12000000000000000000000000000000 15000000000000000000000000000000 20000000000000000000000000000000 25000000000000000000000000000000 30000000000000000000000000000000 40000000000000000000000000000000 50000000000000000000000000000000 60000000000000000000000000000000 70000000000000000000000000000000 80000000000000000000000000000000 90000000000000000000000000000000 100000000000000000000000000000000 120000000000000000000000000000000 150000000000000000000000000000000 200000000000000000000000000000000 250000000000000000000000000000000 300000000000000000000000000000000 400000000000000000000000000000000 500000000000000000000000000000000 600000000000000000000000000000000 700000000000000000000000000000000 800000000000000000000000000000000 900000000000000000000000000000000 1000000000000000000000000000000000 1200000000000000000000000000000000 1500000000000000000000000000000000 2000000000000000000000000000000000 2500000000000000000000000000000000 3000000000000000000000000000000000 4000000000000000000000000000000000 5000000000000000000000000000000000 6000000000000000000000000000000000 7000000000000000000000000000000000 8000000000000000000000000000000000 9000000000000000000000000000000000 10000000000000000000000000000000000 12000000000000000000000000000000000 15000000000000000000000000000000000 20000000000000000000000000000000000 25000000000000000000000000000000000 30000000000000000000000000000000000 40000000000000000000000000000000000 50000000000000000000000000000000000 60000000000000000000000000000000000 70000000000000000000000000000000000 80000000000000000000000000000000000 90000000000000000000000000000000000 100000000000000000000000000000000000 120000000000000000000000000000000000 150000000000000000000000000000000000 200000000000000000000000000000000000 250000000000000000000000000000000000 300000000000000000000000000000000000 400000000000000000000000000000000000 500000000000000000000000000000000000 600000000000000000000000000000000000 700000000000000000000000000000000000 800000000000000000000000000000000000 900000000000000000000000000000000000 1000000000000000000000000000000000000 1200000000000000000000000000000000000 1500000000000000000000000000000000000 2000000000000000000000000000000000000 2500000000000000000000000000000000000 3000000000000000000000000000000000000 4000000000000000000000000000000000000 5000000000000000000000000000000000000 6000000000000000000000000000000000000 7000000000000000000000000000000000000 8000000000000000000000000000000000000 9000000000000000000000000000000000000 10000000000000000000000000000000000000 12000000000000000000000000000000000000 15000000000000000000000000000000000000 20000000000000000000000000000000000000 25000000000000000000000000000000000000 30000000000000000000000000000000000000 40000000000000000000000000000000000000 50000000000000000000000000000000000000 60000000000000000000000000000000000000 70000000000000000000000000000000000000 80000000000000000000000000000000000000 90000000000000000000000000000000000000 100000000000000000000000000000000000000 120000000000000000000000000000000000000 150000000000000000000000000000000000000 200000000000000000000000000000000000000 250000000000000000000000000000000000000 300000000000000000000000000000000000000 400000000000000000000000000000000000000 500000000000000000000000000000000000000 600000000000000000000000000000000000000 700000000000000000000000000000000000000 800000000000000000000000000000000000000 900000000000000000000000000000000000000 1000000000000000000000000000000000000000 1200000000000000000000000000000000000000 1500000000000000000000000000000000000000 2000000000000000000000000000000000000000 2500000000000000000000000000000000000000 3000000000000000000000000000000000000000 4000000000000000000000000000000000000000 5000000000000000000000000000000000000000 6000000000000000000000000000000000000000 7000000000000000000000000000000000000000 8000000000000000000000000000000000000000 9000000000000000000000000000000000000000 100 12000000000000000000000000000000000000000 15000000000000000000000000000000000000000 200 25000000000000000000000000000000000000000 300 400 500 600 700 800 900 1000 1200 1500 2000 2500 3000 4000 5000 6000 7000 8000 9000 100 12000 15000 20000000000

STRATA PLAN FORM 2 (A3)

WARNING: CREATING OR FOLDING WILL LEAD TO DESTRUCTION

Sheet No. 22 of 28 Sheets

LEVEL 4
BUILDING C



THE STRATA OF THE BUILDINGS IS LIMITED IN HEIGHT TO 3 ABOVE THE GROUND SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE CONFORM WITH THE LAND AREA SHOWN ON THE FLOOR PLAN HAVE BEEN VACUATED FOR THE PURPOSES OF THE STRATA SCHEMES (PROVIDED DEVELOPMENT ACT 1913) ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. EXISTING FLOORS OF STRATA UNITS WHICH SHOWN ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THE LOT ARE COMMON PROPERTY. LOT CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Scale: 1:1000 (Horizontal) 1:100 (Vertical)

Surveyor: MITCHELL KEITH APPIES Surveyor's Ref: 140923 SP Subdivision No: 293/2016 Lengths are in metres (Rounded Rule 1:2000A3)	RECEIVED 24.11.2016	SP94606
---	------------------------	---------

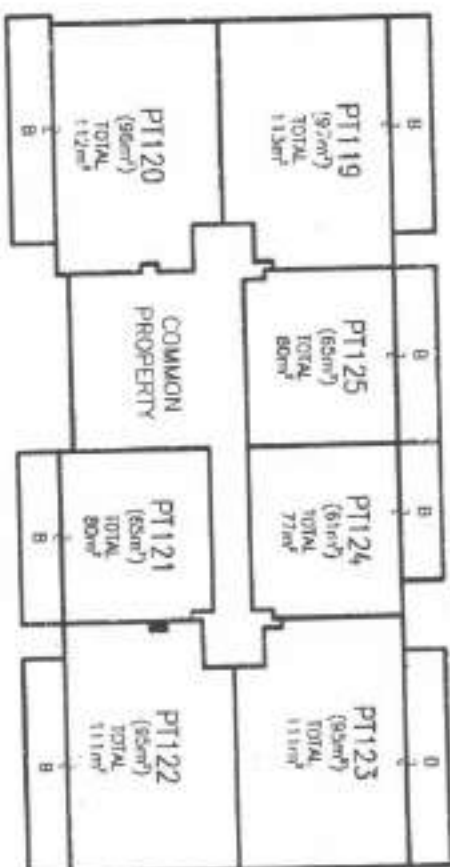
Ref:PHILLIPS /Sic:M

STRATA PLAN FORM 2 (A3)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 23 of 20 Sheets

LEVEL 5 BUILDING C



THE STRATA OF THE BUILDING IS LIMITED IN HEIGHT TO 5 ABOVE THE UPPER SURFACE OF THE RESPECTIVE FLOORS EXCEPT WHERE CONFLICTED WITH THE LAND

AND SHOWN ON THE FLOOR PLAN HAS BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (PRELIMINARY DEVELOPMENT) AND NOT ONLY THE MAIN FLOOR FROM THE MAIN FLOOR FOR OTHER PURPOSES.

THOSE PARTS OF THE BUILDING WHICH ARE NOT SHOWN ARE NOT PART OF THE COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Scale: 1:1000

B - BALCONY

Surveyor: MITCHELL KETHN ANDRES
Surveyor's Ref: 140923 SP
Subdivision Ref: 203/2016
Lengths are in metres. Reduction: None (1:1000)



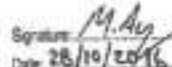
REGISTERED
24.11.2016

SP94606

STRATA PLAN FORM 3 (PART 1) (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
Office Use Only	Office Use Only	
Registered:  24.11.2016 Purpose: STRATA PLAN	SP94606	
Office Use Only	Office Use Only	
PLAN OF SUBDIVISION OF LOT 3007 IN DP 1184498	LGA: PENRITH Locality: PENRITH Parish: CASTLEREAGH County: CUMBERLAND	
<p>Strata Certificate (Approved Form 5)</p> <p>(1) The Council of _____</p> <p>The Accredited Certifier <u>ANTHONY ALLEN</u> Accreditation No. <u>2880004</u></p> <p>has made the required inspections and is satisfied that the requirements of:</p> <p>(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012, (b) Section 68 or 68A Strata Schemes (Leasehold Development) Act 1986 and clause 31 of the Strata Schemes (Leasehold Development) Regulation 2012,</p> <p>have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>(4) The building encroaches on a public place and:</p> <p>(a) The Council does not object to the encroachment of the building beyond the alignment of _____</p> <p>(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>(5) This approval is given on the condition that the _____ are created as utility lots in accordance with section 26 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date: <u>1/11/16</u> Subdivision number: <u>293/2016</u> Relevant Development Consent number: <u>CDL 2016/100</u> Issued by: <u>ANTHONY ALLEN (2880004)</u> Signature:  Accredited Person (General Manager/Accredited Certifier)</p> <p>* Strike through if inapplicable. * Insert lot numbers of proposed utility lots.</p>		
<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p>The Owners - Strata Plan No 94606 101 LORD SHEFFIELD CIRCUIT PENRITH NSW 2750</p> <p>The adopted by-laws for the scheme are:</p> <p>* <u>Model By-Laws</u> * <u>together with, Keeping of minutes-Option 4A/B/C</u> * By-laws in <u>42</u> sheets filed with plan. * Strike through if inapplicable * Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2013)</p> <p>Surveyor's Certificate (Approved Form 3)</p> <p><u>MITCHELL KEITH AYRES</u> of <u>Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010</u> a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that:</p> <p>(1) Each applicable requirement of:</p> <p>* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met * Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met</p> <p>(2) (a) The building encroaches on a public place; (b) The building encroaches on land (other than a public place) and an appropriate assessment has been created by _____ to permit the encroachment in respect of _____</p> <p>(3) The survey information recorded in the accompanying location plan is accurate.</p> <p>Signature:  Date: <u>28/10/2016</u></p> <p>* Strike through if inapplicable * Insert the deposited plan number or dealing number of the instrument that created the easement.</p>		
Use STRATA PLAN FORM 3A for certificates, signatures and seals		SURVEYORS REFERENCE: 140923 SP

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered



24.11.2016

SP94606

PLAN OF SUBDIVISION OF LOT 3007 IN
DP 1184498

This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals - see 196D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 293/2016

Date of endorsement: 1/11/16

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
1	73	27	56	52	76	77	56	102	75	127	75
2	55	28	75	53	81	78	75	103	56	128	55
3	55	29	80	54	55	79	77	104	56	129	75
4	73	30	34	55	54	80	57	105	75	130	78
5	72	31	49	56	73	81	76	106	72	131	57
6	58	32	72	57	79	82	57	107	49	132	57
7	57	33	76	58	58	83	77	108	72	133	75
8	74	34	56	59	58	84	73	109	75	134	75
9	74	35	56	60	78	85	74	110	56	135	76
10	55	36	75	61	81	86	57	111	56	136	76
11	55	37	80	62	57	87	74	112	76	137	74
12	74	38	35	63	55	88	74	113	72	138	55
13	71	39	49	64	75	89	55	114	49	139	74
14	49	40	72	65	75	90	55	115	72	140	55
15	48	41	76	66	75	91	74	116	76	141	74
16	70	42	36	67	76	92	70	117	56	142	75
17	75	43	56	68	76	93	48	118	56	143	56
18	56	44	75	69	74	94	71	119	76	144	74
19	56	45	81	70	55	95	74	120	73	145	56
20	74	46	55	71	74	96	55	121	54	146	75
21	80	47	54	72	55	97	55	122	73	147	77
22	54	48	73	73	74	98	75	123	76	148	57
23	49	49	77	74	75	99	71	124	56	149	76
24	71	50	36	75	56	100	49	125	56	150	57
25	75	51	56	76	74	101	71	126	78	151	77
26	56										
										AGGREGATE	10000


SURVEYORS REFERENCE: 140923 SP

STRATA PLAN ADMINISTRATION SHEET


Sheet 3 of 3 sheet(s)

Office Use Only	Office Use Only
Registered  24.11.2016 PLAN OF SUBDIVISION OF LOT 3007 IN DP 1184498	SP94606 This sheet is for the provision of the following information as required: • A Schedule of Unit Entitlements. • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919. • Signatures and seals - see 195D Conveyancing Act 1919. • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: 293/2016 Date of endorsement: 1/11/16	

Executed for and on behalf of THORTON NORTH PENRITH PTY. LTD. ACN 600 628 644
 In accordance with section 127 of the Corporations Act 2001


 Director/Secretary
 Print Name

MARK HOVEY


 Director
 Print Name

TIMOTHY CASEY

Mortgagee under Mortgage No. AJ986347
 Signed at Sydney this 2nd day of
 November 2016 for National
 Australia Bank Limited ABN 12 004 044 937
 by RACHEL TWEEDY
 its duly appointed Attorney under Power of
 Attorney No. 39 Book 4542

2
 Level


 Attorney

Witness Bank Officer CAROLINE SHEN
 ANALYST

NAB Corporate Property NSW
 Level 22, 255 George Street
 Sydney NSW

SURVEYORS REFERENCE: 140923 SP

SP94606

LOT 3007, THORNTON CENTRAL THORNTON NORTH PENRITH STRATA SCHEME BY-LAWS

INDEX OF BY-LAWS

1. DEFINITIONS.....	3
2. INTERPRETATION.....	6
3. THE BY-LAWS AND COMPLIANCE.....	6
4. NON COMPLIANCE WITH BY-LAWS.....	7
5. BEHAVIOUR WITHIN THE STRATA SCHEME.....	8
6. BEHAVIOUR OF INVITEES.....	8
7. PERMITTED USAGE.....	9
8. SECURITY DEVICES & ACCESS.....	10
9. PARKING, LOADING & TRAFFIC CONTROL.....	12
10. STORAGE SPACE.....	14
11. STORAGE OF LIQUIDS & MATERIALS.....	15
12. WINDOW & FLOOR COVERINGS.....	15
13. CLEANING WINDOWS, DOORS.....	16
14. AIR-CONDITIONING.....	16
15. BALCONIES, COURTYARDS & LOT GARDENS.....	17
16. OTHER OBLIGATIONS ON THE OWNER OR OCCUPIER.....	19
17. FIRE, HEALTH & SAFETY REGULATIONS IN THE STRATA SCHEME.....	20
18. DAMAGE TO COMMON PROPERTY.....	21
19. ALTERATIONS AND WORKS.....	22
20. WORK HEALTH AND SAFETY.....	25
21. DISPLAYING A SIGN OR ADVERTISEMENT.....	25
22. KEEPING ANIMALS.....	26

Strata By-Laws

SP94606

23. NAMING THE STRATA SCHEME 27

24. SALE OR LEASING OF LOTS..... 27

25. COMMON PROPERTY 27

26. RULES..... 28

27. BUILDING SECURITY 28

28. PROVISION OF AMENITIES OR SERVICES 29

29. REFURBISHMENT OF COMMON PROPERTY..... 30

30. ACCESS FOR METER READING AND FIRE SAFETY COMPLIANCE 30

31. GARBAGE DISPOSAL 30

32. NOTICES 31

33. RESTRICTING ACCESS..... 32

34. BUILDING SERVICES 32

35. CONTROL ON HOURS OF OPERATION AND USE OF FACILITIES..... 34

36. TELECOMMUNICATIONS SERVICES..... 34

37. GAS SERVICE..... 35

38. HOT WATER SERVICE 35

39. ENERGY PROVIDER..... 36

40. FLOOR WORKS 36

41. CAR WASH BAY..... 40

SP94606

TERMS OF BY-LAWS

1. DEFINITIONS

In this document the following words have the following meanings ascribed to them unless the context otherwise so requires. Any words not listed are deemed to have the same meaning as in the Act:

Act is the *Strata Schemes Management Act 1996 (NSW)* and any amendment or re-enactment thereof.

Approved Form means the form approved by the executive committee from time to time.

Authority means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the local council.

Bond means the bond being a bank cheque in the amount of \$1,000.00 made payable to the Owners Corporation.

Building means the buildings being the subject of the Strata Scheme.

Building Manager means a manager (if any) appointed under By-law 34.

Building Services means the services to be provided by a Building Manager for the Owners Corporation including without limitation the services described in By-law 34.2 and 34.3.

Building Services Agreement means the agreement for the provision of the Building Services referred to in By-law 34.1.

Business Day means any day Monday to Friday inclusive that is not a public holiday in Sydney, New South Wales.

By-laws are the by-laws governing the Strata Scheme and any ancillary rules which the Owners Corporation makes from time to time.

Carspace means that area designated on the Strata Plan as a car space.

Certifier means a principal certifying authority, accredited certifier or consent authority as defined in the *Environmental Planning and Assessment Act 1979*.

Common Property is the area allocated as the common property of the Strata Scheme.

Council is Penrith City Council and its successor.

Developer is Thornton North Penrith Pty Limited (ACN 600 628 644) as Trustee for Thornton North Penrith Unit Trust.

Easements means an easement, positive covenant or restriction on use affecting the Land or Building (including any Lot or the Common Property) in effect from time to time.

SP94606

Executive Committee means the executive committee of the Owners Corporation.

Flooring Works means the removal and installation of a cover to the floor space within a Lot but excludes floor space in a kitchen, laundry, lavatory or bathroom.

Garbage is any item of garbage, waste, recyclable material or other goods whatsoever of which an Owner or Occupier intends for disposal.

Gas Service means any system for the reticulation of natural or other forms of combustible gas products to parts of the Common Property and to Lots including, if installed, any cogeneration plant.

Government Agency is a governmental or semi-governmental administrative, commercial or judicial department or entity.

Hot Water System means any system designed to provide hot water to parts of the common Property and Lots.

Invitee is a person who is a guest, customer, invitee, courier, customer goods carrier, agent, licensee, servant, employee or contractor of an Owner or Occupier or of the Owners Corporation.

Land means the land in (or formerly in) Folio Identifier 3007/1184498.

Lifts means that part of Common Property comprising the lifts servicing Lots in the Building.

Loading Bay means that part of the Common Property designated as a loading bay or area.

Lot is a lot in the Strata Scheme.

Occupier is an owner, occupier, lessee, licensee or mortgagee who is in possession and occupation of a Lot in the Strata Scheme.

Owner is the owner and registered proprietor of a Lot in the Strata Scheme.

Owners Corporation is the Owners Corporation of the Strata Scheme.

Permitted Vehicle means

(a) a motor vehicles not exceeding:

- (i) 2200 mm in height (including any roof rails or roof rack); and
- (ii) 5400 mm in length (including any towbar); and
- (iii) 2.5 tonnes gross weight;

(b) a motor cycle or motor scooter,

and which is registered for public road use.

Strata By-Laws

SP94606

Refurbish includes but is not limited to any of the following:

- (a) the treatment of Common Property by repairing, painting, staining, colouring or polishing as applicable or otherwise;
- (b) the replacement of any floor covering in Common Property, including carpet, floor tiles or other floor coverings which are considered in need of replacement; and
- (c) the replacement of fittings and fixtures and loose furnishings and chattels located on Common Property that are considered in need of replacement.

Residential Garbage Room means the area or room allocated for use by Owners and Occupiers for the temporary storage of Garbage in the Strata Scheme.

Rules mean rules made by the Owners Corporation in accordance with By-law 26.

Security Device means any key, swipe card, remote control or other device to operate doors, gates, locks, alarms and security systems within the Common Property.

Services means water, electricity, gas and other utility services.

Strata Manager is the strata manager as defined under the Act.

Strata Plan means the plan of strata subdivision registered at LPI accompanying these by-laws.

Strata Scheme is the buildings and complex comprised in strata scheme numbered on this document.

Works means:

- (a) any building work or alterations to the structure or services in the Strata Scheme; or
- (b) the replacement of carpeted areas with tiles, timber or hard surface flooring; or
- (c) the alteration or removal of non structural walls or partitions; or
- (d) works contemplated in By-law 12.2.

Works Insurance means:

- (a) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
- (b) insurance required under the Home Building Act 1989 (if any); and
- (c) workers' compensation insurance.

Strata By-Laws

SP94606

2. INTERPRETATION

- (a) All references to statute provisions shall be construed as references to any statutory modification or re-enactment thereof (whether before, on or after the date hereof) for the time being in force.
- (b) The schedules and annexures (if any) have the same force and effect in all respects as if they were set out in the body of the By-laws.
- (c) Headings are included for convenience only and shall not affect the construction of the By-laws.
- (d) Words importing the singular number or plural number include the plural number and the singular number respectively.
- (e) Words "include", "including", "for example" or such as when introducing an example, do not limit the meaning of the words to which the example relates to the example or to examples of a similar kind.
- (f) Words denoting individuals include a person (their heirs, successors, executors and assigns), a firm, an Owners Corporation, a corporation, a government authority, an association and vice-versa.

3. THE BY-LAWS AND COMPLIANCE

- 3.1 **(Rights)** The Owners Corporation may create or amend By-laws and rules in relation to the management, operation, control, security, use and enjoyment or any other matter affecting or connected to the Strata Scheme.
- 3.2 **(Compliance)** The Owners Corporation, the Owners and Occupiers must comply with the By-laws.
- 3.3 **(Strata Manager)** The Owners Corporation may appoint and retain a Strata Manager.
- 3.4 **(Approvals)** Any applications for approval or consent required by these By-laws (unless otherwise stated) from the Owners Corporation may be granted at a general meeting or an executive committee meeting and may include conditions or provisions which must be complied with by the Owner or Occupier receiving the consent or approval.
- 3.5 **(Applications and complaints)** An owner or Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Strata Manager, or if there is no Strata Manager, the secretary of the Owners Corporation.
- 3.6 **(Noticeboards)** The Owners Corporation must cause a noticeboard or noticeboards to be affixed to one or more parts of the Common Property and may exhibit on it a copy of these By-laws or a précis thereof as approved by the Owners Corporation.
- 3.7 **(Compliance with notices)** An Owner or Occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Owners Corporation or of any statutory authority.

SP94606

4. NON COMPLIANCE WITH BY-LAWS

4.1 (Powers) The Owners Corporation may do anything:

- (a) empowered to it under the Act;
- (b) that an Owner or Occupier should have done under the Act or the By-laws out which it has not done, or in the opinion of the Owners Corporation has not done properly

4.2 (Procedures) The Owners Corporation must give an Owner or Occupier a written notice specifying when it will enter its Lot to do work or rectify a breach (except in the case of an emergency). The Owner or Occupier must:

- (a) give the Owners Corporation (or persons authorised by it) access to its Lot according to the notice and at the Owner or Occupier's its cost; and
- (b) pay the Owners Corporation for its cost for doing the work or rectifying the breach.

4.3 (Levy) In addition, the Owners Corporation has the power to levy on the Owner or Occupier the amount of any charges or costs incurred or paid by the Owners Corporation in respect to:

- (a) rectifying any breach of the Act or the By-laws by an Owner or Occupier;
- (b) any work(s) required to be done under the By-laws which the Owner or Occupier failed to do or do effectively within a reasonable time;
- (c) repairing damage to Common Property; and
- (d) abating any nuisance, hazard or interference affecting another Lot or the Common Property which was caused by the Owner or Occupier or one of its invitees;

PROVIDED that in the case of a breach of the Act or these By-laws, the Owners Corporation has given prior written notice (except in the case of emergency) to the Owner or Occupier in breach of any of the above matters and that Owner or Occupier has failed to rectify the breach within a reasonable time.

4.4 (Recovering money) The Owners Corporation may recover any money an Owner or Occupier owe it under the By-laws as a debt.

SP94606

5. BEHAVIOUR WITHIN THE STRATA SCHEME

5.1 (Restrictions) An Owner or Occupier must:

- (a) not make noise, use offensive language, or carry out any noxious or offensive trade or activity or behave in a way that interferes with or obstructs the peaceful use and enjoyment of Common Property or an Owner or Occupier's legal entitlement to the use of Common Property;
- (b) not consume alcohol or smoke cigarettes, pipes, or cigars or do anything which is illegal while on Common Property unless that part of the Common Property has been designated for the exclusive use of an Owner or Occupier;
- (c) not be naked or inappropriately dressed while on Common Property;
- (d) not obstruct pathways and driveways on the Strata Scheme and any easement giving access to the Strata Scheme or use by them for any other purpose than the reasonable ingress and egress to and from their particular Lot;
- (e) not do anything which might damage the good reputation of the Owners Corporation or the Strata Scheme; and
- (f) damage any lawn, garden, tree, shrub, plant flower or landscaping on Common Property except with the prior approval of the Owners Corporation.

5.2 (Children Supervised) An Owner or Occupier must not permit any child less than twelve (12) years of age to be on or play on Common Property including the carparking area or any other area of possible danger or hazard to children unless accompanied by an adult Owner, Occupier or Invitee exercising effective control.

5.3 (No Illegal Use) An Owner or Occupier must not use any Lot or any part of the Common Property for any purpose which may be illegal or injurious to the reputation of an Owner or Occupier or the Strata Scheme or the Owners Corporation.

6. BEHAVIOUR OF INVITEES

6.1 (Invitees) An Owner or Occupier must ensure their Invitees:

- (a) comply with the By-laws in all respects including, but not limited to, By-laws specifically relating to the behaviour of an Owner or Occupier;
- (b) leave the Strata Scheme if they do not comply as required by By-Law 6.1(a); and
- (c) do not do anything an Owner or Occupier is not themselves entitled to do under the By-Laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of an Owner or Occupier or any other person lawfully on Common Property.

SP94606

6.2 (Lessees bound) If an Owner leases or licences their Lot, the Owner must:

- (a) take all reasonable steps to ensure the Occupier and their invitees comply with the By-laws or leaves the Strata Scheme;
- (b) give their tenant or licensee a copy of the By-laws and any applicable Rules; and
- (c) take all action reasonably available to them, including action under the lease or licence to ensure the tenant or licensee and their visitors comply with By-Law 6.1(a) or leaves the Strata Scheme.

7. PERMITTED USAGE

7.1 (Lot Uses) Each Owner or Occupier:

- (a) is to use its Lot only for the purposes of residential accommodation, except for that part of a Lot designated as:
 - (i) a car space, which is to be used only for parking a Permitted Vehicle or in accordance with By-law 9.1(a); or
 - (ii) a store or storage space, which is to be used only for the storage of goods incidental to residential use;
- (b) must not lease or licence their Lot:
 - (i) in part;
 - (ii) for a period of less than three (3) consecutive calendar months;
- (c) not permit, in respect of their Lot:
 - (i) more than two (2) adult people to occupy any bedroom and each bedroom shall contain no more than two (2) beds, excluding children's beds, cots or bassinets;
 - (ii) the total number of adults who reside in a Lot to exceed twice the number of approved bedrooms.
 - (iii) a variation in the number of bedrooms within the Lot without prior consent of the Owners Corporation, Council and any other relevant Government Agency.

7.2 (Change Notified) For any other usage other than contemplated in By-law 7.1, the Owner or Occupier must obtain the written authority of the Owners Corporation prior to seeking the consent of Council and any relevant Government Authority to engage in such other use. An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of their Lot (and if necessary obtain the authority and consents) and/or does any thing that may affect the insurance premiums for the Strata Scheme.

SP94606

- 7.3 **(Use Prohibitions)** No Lot or part of the Common Property shall be used for:
- (a) any purpose which causes or may cause unreasonable interference to the use and enjoyment of other Lots by vibration, gases, vapours, dust, fumes, soot, ash, waste water, grit, oil or other impurities which are a sobering up unit dangerous or prejudicial to health; or
 - (b) brothels, massage parlours, introduction agencies, dance schools, dance parties, dating agencies, entertainment halls, reception halls, drug referral centres, drug shooting gallery, meeting place for drug and ex-drug users and any other purpose which involves drug use, drug discussion groups or a sobering up unit for the purposes of this by law the term drug is a reference to illicit drugs.
- 7.4 **(Not to increase insurance)** An Owner or Occupier of a Lot must not bring onto, do or keep anything in any Lot or on Common Property which may increase the rate of insurance on any Lot or the Common Property or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any Lot or the Common Property or the regulations or ordinances of any public authority for the time being in force.
- 7.5 **(General Law compliance)** Without limiting the provisions of By-laws 7.1 to 7.3 (inclusive), an Owner or Occupier must ensure that no Lot or part of the Common Property is used for any business, activity or industry which is contrary to any law, regulation, By-law, Council ordinance or notice or which may endanger the good reputation of the Strata Scheme.
8. **SECURITY DEVICES & ACCESS**
- 8.1 **(Security & Access)** An Owner:
- (a) shall be issued with a Security Device to gain access to Common Property and the car park of the Strata Scheme. An Owner or Occupier must not duplicate any Security Device or provide any Security Device to any invitee or third party;
 - (b) may be required to pay to the Owners Corporation any cost for the obtaining and issue of the Security Device or any subsequent or replacement Security Device; and
 - (c) accesses and uses the Common Property and car park at their own risk; Occupiers and Invitees also access and use the Common Property and carpark at their own risk.
- 8.2 **(Security Devices)**
- (a) Security Devices remain the property of the Owners Corporation
 - (b) The Owners Corporation may:
 - (i) make agreements with other parties to manage and provide Security Devices;
 - (ii) charge a fee for issuing or replacing a Security Device;

SP94606

- (iii) recode Security Devices from time to time and, if so, at the request of the Owners Corporation an Owner or Occupier must on request promptly return their Security Devices to the Owners Corporation for recoding;
 - (iv) deactivate a Security Device in its discretion;
 - (v) require an Owner, Occupier or other person in possession of a Security Device to promptly return that Security Device to the Owners Corporation.
- (c) An Owner or an Occupier of a Lot must:
 - (i) take all reasonable steps not to lose or damage a Security Device;
 - (ii) notify the Owners Corporation immediately if a Security Device is lost or stolen;
 - (iii) return Security Devices to the Owners Corporation if it no longer requires them or if an that Owner or Occupier is no longer an Owner or Occupier of the Strata Scheme and it has not provided a subsequent Owner or Occupier of that Lot with its Security Devices;
 - (iv) comply with the reasonable instructions of the Owners Corporation about Security Devices, including instructions about recoding or returning Security Devices.
- (d) An Owner or an Occupier must not:
 - (i) copy a Security Device;
 - (ii) give a Security Device to someone who is not an Owner or Occupier.
- (e) If an Owner leases or licences a Lot that Owner must include a requirement in the lease or licence that the Occupier returns Security Devices to Owner or the Owners Corporation when it no longer occupies the Lot.

8.3 **(Replacement of a Security device)** If an Owner or Occupier loses or damages a Security Device, the Owner may apply to the Owners Corporation for a replacement and the Owners Corporation shall take reasonable steps to replace the Security Device at the cost of the Owner. The Owners Corporation reserves the right to disable any security device declared lost or damaged or that is provided to another party in breach of these By-laws.

SP94606

9. PARKING, LOADING & TRAFFIC CONTROL

9.1 **(Designated carspace)** Where a Carspace is specifically designated to a lot, the Owner or Occupier of that Lot must not:

- (a) use or permit any Carspace(s) attaching to an Owner or Occupier's Lot to be used:
 - (i) except by an Owner or Occupier of that Lot;
 - (ii) for any purpose other than the parking of a Permitted Vehicle;
 - (iii) for washing of vehicles or equipment,
 - (iv) for carrying out of mechanical or other repairs;
 - (v) for parking or storing boats, caravans or trailers; or
 - (vi) for manufacturing, displaying or storing goods, materials or equipment;
- (b) lease, licence or otherwise permit occupation of a carspace by a person who is not an Owner or Occupier of the Lot to which the Carspace relates;
- (c) except with the consent of the Owners Corporation at a general meeting or extra ordinary general meeting, enclose, or permit the enclosure of any Carspace(s) attaching to an Owner or Occupier's Lot and then such enclosure must comply with the relevant Government Agency building code;
- (d) except as otherwise provided in these By-laws, install or erect any storage facility whether fixed or moveable within a Carspace.

9.2 **(Risk)** The Owners Corporation is not responsible for:

- (a) anything stolen from a Carspace or anything stolen from a motor vehicle, or any vehicle stolen from a Carspace or Common Property; or
- (b) damage to a motor vehicle, motor cycle or anything else on or about a Carspace or Common Property, including damage to a motor vehicle or motor cycle entering, leaving or using a Carspace or Common Property.

9.3 **(Loading)** Subject to By-law 9.6, an Owner or Occupier receiving or despatching goods or furniture shall ensure that any vehicles that are loading or unloading goods or furniture do not:

- (a) park or stand upon the access driveways or landscaped areas other than in areas designated for loading and unloading and then must not park or stand in that area for more than a continuous period of 2 hours at any one time; or
- (b) obstruct access to other Lots or other carspaces.

SP94606

9.4 **(Movement of large items)** Despite By-law 9.3, if an Owner or Occupier is moving in or out of a Lot or moving large items through Common Property, where the Owner or Occupier:

- (a) would require use of any lift to the exclusion of other persons entitled; and/or
- (b) may obstruct Common Property to the exclusion of other persons entitled; and/or
- (c) may require lift covers to prevent damage to Common Property

then the Owner or Occupier must provide the Owners Corporation and the Building Manager with at least 48 hours written notice.

9.5 **(Manner of transport)** The Owners Corporation may, from time to time, determine the manner in which large items are to be transported through or over Common Property (whether in the Building or not) and may impose appropriate conditions on such activities, including:

- (a) determining the times during which these activities are permitted to take place;
- (b) the use or protective covers for surfaces forming part of the Common Property;
- (c) prohibitions on the use of trolleys or other moving devices having metal wheels;
- (d) insurance requirements; and

and Owner or Occupier must

- (e) comply with those conditions when transporting large items over or through Common Property; and
- (f) pay the cost of any approvals or costs associated with deliveries including the use of ropes and/or other devices.

9.6 **(Loading Bay):** An Owner or Occupier may use the Loading Bay for the purpose of loading and unloading only.

9.7 **(Compliance)** In respect to the exercise of an Owner or Occupier's rights under this By-law the Owner or Occupier must:

- (a) repair any damage that is caused to Common Property;
- (b) immediately clean any mark or spillage caused;
- (c) dispose of any boxes or cartons in accordance with these By-laws; and
- (d) comply with the reasonable requirements of the Owners Corporation.

SP94606

- 9.8 **(Bicycle Parking)** Any part of the Common Property designated as a bicycle parking area must only be used for the parking of bicycles. Any bicycle parked in a bicycle parking area is at the bicycle owner's risk, the Owners Corporation takes no responsibility for bicycles parked on the Common Property.
- 9.9 **(Controlling Traffic)** In addition to its powers under the Act, the Owners Corporation has the power to:
- (a) impose a speed limit for traffic in Common Property; and
 - (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and
 - (c) install speed humps and other traffic control or safety devices in Common Property; and
 - (d) install signs about parking; and
 - (e) determine the direction of the flow of traffic or route of persons through Common Property and to alter such direction or route from time to time as it determines; and
 - (f) install signs or devices to control traffic in Common Property and, in particular, traffic entering and leaving the Common Property.
- 9.10 **(Compliance by Invitees)** An Owner or Occupier shall comply and ensure compliance of its invitees with all parking, limitations, directional and speed limit signs erected or stipulated by the Owners Corporation.

10. STORAGE SPACE

- 10.1 **(Designated storage space)** In respect to any area of a Lot designated as a storage area or storage space (each "**Storage Space**"), an Owner or Occupier
- (a) must not:
 - (i) use or permit to be used any Storage Space other than for the storage of that Owner or Occupier's personal property and must not use or permit the Storage Space to be used for the storage of commercial or trade items; or for commercial purposes
 - (ii) lease, licence or otherwise permit occupation of a Storage Space by a person who is not an Owner or Occupier of the Lot to which the Storage Space relates;
 - (iii) except as otherwise provided in these By-laws, enclose, seal or permit the enclosure or sealing of any Storage Space(s) attaching to an Owner or Occupier's Lot;
 - (iv) except as otherwise provided in these By-laws, affix any item to the Storage Space;

SP94606

- (v) cover, block or restrict fire sprinkler heads within the Storage Space;
 - (vi) interfere with, damage or store any materials likely to hinder, restrict or cause damage to, Services or pipes, conduits, other transmission lines or Services infrastructure supplying Services;
 - (vii) store items against or in close proximity to any area classified as a wet wall area;
 - (b) must keep the Storage Space free from vermin;
 - (c) ensure a minimum clearance of 500mm from fire sprinkler heads and pipes, conduits, other transmission lines or Services infrastructure supplying Services; and
 - (d) may, as a form of screening, install black shade cloth inside the Storage Space;
- 10.2 (Risk) The Owners Corporation is not responsible for:
- (a) anything stolen from a Storage Space; or
 - (b) damage to any articles or items on or about a Storage Space or Common Property.
- 11. STORAGE OF LIQUIDS & MATERIALS**
- 11.1 (No storage on Common Property) Other than as permitted by these By-laws, an Owner or Occupier must ensure that no goods, materials, chattels or waste are stored or used on the Common Property or on any carspace attaching to the Lot.
- 11.2 (No dangerous substances) An Owner or Occupier must not, use or store on the Lot any flammable liquids, substances, chemicals, gases, or materials of more than reasonable quantity and then must be stored for lawful purposes and such storage must comply with and not exceed or breach any guidelines or any regulations issued by a Government Agency.
- 12. WINDOW & FLOOR COVERINGS**
- 12.1 (Windows) An Owner or Occupier must not hang, install, renovate and/or replace curtains, curtain backings, blinds, shutters or other window coverings visible from outside of a Lot, except as approved by the Owners Corporation. In giving such approvals the Owners Corporation will ensure so far as practicable that curtain backing used in all Lots present a uniform appearance when viewed from outside the Lots and as such the Owners Corporation must not unreasonably withhold approval where such window coverings are:
- (a) of white or neutral appearance to the exterior of the building;
 - (b) a roller-blind style, block-out only or dual roller with block-out and sheer; and
 - (c) of the following specifications (or similar if unavailable):

Strata By-Laws

SP94606

- (i) Sheer: Hunter Douglas Sunscreen – colour, White;
- (ii) Blockout: Hunter Douglas Blockout. – colour, white backing;
- (iii) Base rail: Hunter Douglas commercial ellipse balance collection, White or Anodised.

- 12.2 **(Floors)** Floors in a Lot must be covered or treated to ensure the transmission of noise does not unreasonably disturb any other Owner or Occupier. The requirements of this By-law 12.2 do not apply to existing tiled surfaces in the kitchen, laundry and bathroom areas. The removal, replacement or interference with any floor or floor coverings in a Lot is deemed to be Works and must be dealt with in accordance with By-Law 19.
- 12.3 **(External cover)** No blinds, reflective material, shutters, awnings or other window cover may be affixed externally to a Lot except in accordance with the Owners Corporation approval.
- 12.4 **(Insect screens)** An Owner or Occupier must not install or attach insect screens to external windows or doors of a Lot without the prior approval of the Owners Corporation.
- 12.5 **(Notice to remove)** If an Owner or Occupier acts in contravention of by laws 12.1 to 12.4, the Owners Corporation may in its discretion require the Owner or Occupier (as the case may be) to remove such items as contravene By laws 12.1 to 12.4 immediately on notice and the Owner or Occupier (as the case may be) must comply with that notice immediately.

13. CLEANING WINDOWS, DOORS

An Owner or Occupier of a Lot must keep clean all internal surfaces of glass in windows, louvers and doors on the boundary of the Lot (even if they are Common Property), including so much as forms part of the Common Property, unless:

- (a) such glass or part thereof, louvers or such door cannot be safely accessed by the Owner or Occupier of the Lot; or
- (b) the Owners Corporation resolves that it will keep such glass or louvers or part thereof or such door clean.

14. AIR-CONDITIONING

- 14.1 **(Air conditioning unit maintenance)** With respect to any air conditioning unit exclusively serving a Lot, the Owner must at its cost:
- (a) regularly maintain and repair the air conditioning unit to ensure it is clean, safe and sound compliant and complies with the requirements of all laws and regulations;
 - (b) replace that air conditioning unit where it requires replacement;

SP94606

14.2 **(Stand Alone)** If an Owner of a Lot wishes to install any stand alone air conditioning unit, then the Owner must:

- (a) submit an application and obtain the consent of the Owners Corporation (except where installed by the Developer) including, but not limited to, providing copies of the plans and specifications of the air conditioning unit, identify and locate any structural walls and columns, service pipes and lines to ensure same are not damaged or services interrupted;
- (b) ensure that the contractor employed to install the air conditioning unit is qualified, licensed and has the appropriate insurance, including providing copies to the Owners Corporation prior to any works commencing;
- (c) ensure that the unit is located in a position, such as the balcony, and with sufficient covering or encasement so that the unit is not visible from outside the Strata Scheme;
- (d) ensure that the unit is and remains sound compliant so that it does not unreasonably disturb any other Owners or Occupiers in the Strata Scheme;
- (e) ensure the installation is carried out and completed in a proper and workmanlike manner and to the satisfaction of the Owners Corporation and general building standards and specifications and in compliance with the requirements of every relevant Government Agency;
- (f) repair any damage caused to the Common Property or any other Lot at the time of installation and upon removal of the unit;
- (g) regularly maintain and repair the air conditioning unit to ensure it is clean, safe and sound compliant;
- (h) comply with any Rules or requirements determined by the Owners Corporation in respect of such air conditioning, including any proposed replacement of it.

This By-law 14.2 does not apply to air conditioning units installed by the Developer.

15. BALCONIES, COURTYARDS & LOT GARDENS

15.1 **(Balcony Items)** Planter boxes, plants, landscaping, and occasional furniture ("Furniture") may be kept on the balcony of a Lot provided:

- (a) it is of a high quality and finish in keeping with the aesthetic and appearance of the Building;
- (b) is of a type or material designated or approved by the Owners Corporation;
- (c) does not interfere with any other Owner or Occupier;
- (d) does not cause damage to a Lot or Common Property;
- (e) if plants, they do not exceed the height of the balustrade of the balcony or courtyard or other height designated by the Owners Corporation;

Strata By-Laws

SP94606

- (f) any plants which are visible from outside the Strata Scheme are well maintained and are healthy;
 - (g) the Furniture is properly maintained and kept clean, tidy and in good condition at all times; and
 - (h) the Furniture is safely secured to prevent movement due to adverse weather conditions.
- 15.2 **(Removal of Furniture)** An Owner or Occupier must remove Furniture from their balcony or courtyard if the Furniture:
- (a) does not comply with the provisions of By-law 15.1;
 - (b) is unsightly, visibly offensive or not in keeping with the aesthetic and appearance of the Building; or
 - (c) has or may cause damage to a Lot, Common Property or any other part of the Building.
- 15.3 **(Restrictions on Balcony)** Except as permitted by these By-laws, a an Owner or Occupier must not hang or place any laundry, clothing, towels, bedding, wind chimes, decorations, surfboards, or bicycles on the balcony, courtyard or garden areas of a Lot.
- 15.4 **(Gardens and landscaped areas)** If a Lot includes a garden area or landscaped area, the Owner or Occupier of that Lot must, at its expense:
- (a) maintain that garden area or landscaped area in a neat and tidy condition and free from litter;
 - (b) ensure that the garden area or landscaped area is maintained in a manner consistent with the original landscaping of the garden area or landscaped area forming part of that Lot or as the Owners Corporation otherwise reasonably directs; and
 - (c) ensure that:
 - (i) any dead plants are promptly replaced;
 - (ii) plants are watered so as not to damage or cause water seepage to Common Property or adjoining Lots; and
 - (iii) a mechanical watering system is not installed to planters.
- 15.5 **(Watering):** When watering any landscaping on a balcony or terrace, Owners and Occupiers:
- (a) must ensure that no water enters or damages any other Lot or Common Property;
 - (b) must comply with any watering times designated by the Committee from time to time;

SP94606

- (c) shall be responsible for and must repair any damage caused by the Owner or Occupier in respect to any watering or over-watering; and
 - (d) a mechanical watering system must not be installed to planters unless such system was installed prior to registration of these By-laws or with the consent of the Owners Corporation.
- 15.6 (Barbeques) An Owner or Occupier may store and operate a portable barbeque on the balcony or courtyard of its Lot, providing it is;
- (a) a covered gas or electric barbeque that is not affixed to any part of the Lot or Common Property or of a type of barbeque otherwise approved by the Owners Corporation;
 - (b) kept covered when not in use; and
 - (c) kept clean and tidy.
- 15.7 (No enclosures) An Owner or Occupier may not install any screens, blinds or mesh or enclose their balcony, courtyard, or garden except with the prior written consent of the Owners Corporation.

16. OTHER OBLIGATIONS ON THE OWNER OR OCCUPIER

An Owner or Occupier must:

- (a) keep their Lot in a state of good and serviceable condition and repair;
- (b) properly maintain, repair and where necessary, replace an installation or alteration made under the By-laws which services its Lot (whether or not it made the installation or alteration);
- (c) not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis;
- (d) not cause damage to any plants or landscaping within the Strata Scheme and shall adopt a general duty of care in the maintenance and watering of plants in landscaped areas adjacent to and in the vicinity of their Lot;
- (e) comply with all Easements or laws affecting their Lot including, without limitation, requirements of any Government Agencies;
- (f) obtain any necessary consents from the Owners Corporation and any Government Agencies before altering the appearance or structure of their Lot in any way;
- (g) not erect, construct, place or permit to remain on the Common Property any television, radio or other electronic antenna or device without the prior written consent of the Owners Corporation;

SP94606

- (h) ensure all doors and windows to any Lot are securely fastened on all occasions when the Lot is left unoccupied and the Owner or Occupier of a Lot grants the right to the Owners Corporation and any agent of the Owners Corporation to enter and fasten any doors or windows if left insecurely fastened when a Lot is left unoccupied;
- (i) not interfere with security or surveillance equipment in or about the Strata Scheme or do anything that might prejudice the security or safety of the Building;
- (j) not waste water and must ensure that all water taps on the Owner's or Occupier's Lot and/or on the Common Property are promptly turned off after use;
- (k) not use the water closets, conveniences and other water apparatus including water pipes and drains in each Lot and the Common Property for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances may be deposited in them. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by the Owner of the relevant Lot;
- (l) not directly instruct nor interfere with the business or property of any managers, caretakers, contractors or workmen employed by the Owners Corporation, or Strata Manager unless so authorised by the Owners Corporation, or Strata Manager; and
- (m) not install a security alarm with an audible signal unless with the prior written consent of the Owners Corporation.

17. FIRE, HEALTH & SAFETY REGULATIONS IN THE STRATA SCHEME

An Owner and Occupier:

- (a) must ensure that reasonable action has been taken to prevent fires and other health or safety hazards;
- (b) must provide access at such day and time nominated by the Owners Corporation for inspection of fire safety equipment within the Lot (including the fire rated entry door compliance plate) and, if applicable, reimburse the Owners Corporation for any additional expense it incurs if such access is not provided at the nominated time;
- (c) must take all due care to ensure that fire, security, health and safety regulations are adhered to and must comply with the regulations of the Government Agencies;
- (d) must ensure their Lot is kept free of vermin and pests and shall employ pest exterminators at their own expense as and when required;

SP94606

- (e) must ensure that only clean and unpolluted water shall be discharged into the stormwater drainage system and that liquid wastes shall be discharged to the sewer in accordance with the requirements of the Government Agencies;
- (f) must give to the Owners Corporation prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Owners Corporation will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs as deemed necessary for the safety and preservation of any Lot as often as may be necessary; and
- (g) must, in the event of any infectious disease which may require notification by virtue of any law affecting any person in any Lot give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Owners Corporation and must pay to the Owners Corporation the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease;
- (h) must permit a representative or agent of the Owners Corporation access to their Lot on prior notice of at least 1 day to undertake annual fire inspections;
- (i) must not interfere with or obstruct access to the fire safety equipment or fire escapes;
- (j) must not keep flammable material on or about any area of its Lot designated as storage space or a car space;
- (k) must not cut openings in doors within or on the boundary of a Lot used to access Common Property without the prior consent of the Owners Corporation;
- (l) must not do anything either within the Lot or Common Property that may create a hazard or danger to an Owner, Occupier or Invitee of another Lot.

18. DAMAGE TO COMMON PROPERTY

- 18.1 **(No fixtures to Common Property)** An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except as permitted by these By-laws or with the prior written approval of the Owners Corporation.
- 18.2 **(Works)** Approval can be given by the Owners Corporation for minor matters under By-law 18.1, but the Owners Corporation cannot authorise any matter that are in the nature of Works and approvals for such Works must be sought in accordance with By-law 19.

SP94606

- 18.3 **(Permitted matters)** Subject to the provisions contained in By-law 18.4, this By-law 18 does not prevent an Owner or Occupier arranging and/or installing:
- (a) any locking device for the protection of the Lot against intruders or to improve safety within the Lot; or
 - (b) any device used to affix decorative items to the internal surfaces of walls within the Lot.
- 18.4 **(Security installations)** An Owner must ensure that any such device referred to in By-law 18.3(a).
- (a) is to be installed in a competent and workmanlike manner; and
 - (b) is maintained, kept in a state of good repair and replaced from time to time as necessary at the expense of the Owner or Occupier; and
 - (c) where any damage is caused to any part of Common Property (including Lot entrance doors) by the installation, replacement or removal of such device, is repaired by the Owner or Occupier at their own expense; and
 - (d) must comply with any applicable fire safety standards.
- 18.5 **(Repair)** An Owner or Occupier must repair and/or provide compensation to the Owners Corporation for any damage to Common Property caused either by the Owner or Occupier, an Invitee or any other person or contractor doing work in the Strata Scheme at the request of the Owner or Occupier.
- 18.6 **(No interference)** An Owner or Occupier must not interfere with or damage Common Property or remove or damage the equipment or belongings of the Owners Corporation unless with the prior consent of the Owners Corporation.
19. **ALTERATIONS AND WORKS**
- 19.1 **(Procedure for Works)** Should an Owner or Occupier wish to carry out any Works in the Strata Scheme then the Owner must:
- (a) submit an application and obtain the consent of the Owners Corporation and Council including, but not limited to, providing copies of all applications, approvals, plans and specifications;
 - (b) identify and locate any structural walls and columns, waterproofing, any additional waterproofing or soundproofing requirements, service pipes and lines to ensure they are not damaged or services interrupted;
 - (c) provide a certificate by a duly qualified structural engineer (an/or by any other necessary specialised consultant, such as an hydraulics or acoustic consultant) addressed to the Owners Corporation, that certifies that the Works, if undertaken in accordance with the plans and specifications provided to the Owners Corporation, will not affect the structural integrity or amenity of the Building or any part of it;

SP94606

- (d) ensure that the contractors employed to carry out the Works are qualified, licensed and have the appropriate insurance, including providing copies to the Owners Corporation;
- (e) advise the Owners Corporation at least five (5) working days prior to the commencement of the Works and comply with all other By-laws contained herein, and any other reasonable requirements of the Owners Corporation in relation to access in the moving of building material;
- (f) if required by the Owners Corporation provide a bond, bank guarantee or other form of security (**Bond**) as required by the Owners Corporation for an amount of not more than \$5000 as security for the Works to be carried out and which Bond must be returned by the Owners Corporation after deduction of any amounts drawn from it when the Works have been completed to the satisfaction of the Owners Corporation.

19.2 (Consent) The Owners Corporation:

- (a) may request additional information before it considers an application;
- (b) must take reasonable steps to consider an application for consent to carry out Works within 4 weeks of the later of consent to that application being requested and the Owner providing all information requested by the Owners Corporation as regards the application;
- (c) must not unreasonably refuse an application for consent to carry out Works;
- (d) is deemed to have refused an application for consent if it has not made a decision within three (3) months from the later of the date of receipt of the application for consent and the date the Owners Corporation receives all of the additional information it has requested.

19.3 (Carrying out Works) In undertaking the Works, once approved, the Owner or Occupier (including his consultants and contractors) must:

- (a) use best-quality and appropriate materials in a proper and skilful manner;
- (b) comply with all conditions and requirements of the Council, the Building Code of Australia (as in force from time to time), the Australian Standards (as designated from time to time) and any conditions of the approval granted by the Owners Corporation, the Council and every relevant Government Agency;
- (c) where the Works comprise or include works to floors (including the installation or replacement of replacement of carpet, tiles, timber or hard surface flooring), ensure that the part of the Works relating to floor finishes complies with the acoustic ratings set by the Australian Association of Acoustic Consultants set from time to time for works of that nature;
- (d) not obstruct the reasonable use of the Common Property in the course of or ancillary to carrying out the Works;

SP94606

(e) comply with the requirements of any building consultant or engineer engaged by the Owners Corporation to inspect or supervise the Works for the purpose of ensuring compliance with the provisions of this By-law; and

(f) complete the Works as soon as is practicable but at least within three calendar months from commencement of the Works.

19.4 **(Following Works)** After completion of the Works, the Owner or Occupier (as the case may be) must obtain and provide to the Owners Corporation:

- (a) a certification from the Council or Certifier (where such certification would normally be obtained for Works of that type) that the Works have been satisfactorily completed and are fit for use;
- (b) a report from a certified engineer or consultant certifying that the Works comply with the plans and specifications, any relevant conditions imposed by the Owners Corporation as part of the approval process and the Building Code of Australia and the Australian Standards; and
- (c) repair any damage caused to the Common Property or any other Lot which was caused or contributed to by carrying out of the Works.

19.5 **(Owner obligations)** The Owner or Occupier procuring the Works:

- (a) indemnifies the Owners Corporation against any liability, claim or expense arising out of the Works including, but not limited to:
 - (i) an increase in the insurance premium or excess payable by the Owners Corporation;
 - (ii) any work or rectification carried out by the Owners Corporation due to a breach of this By-law by the Owner; and
 - (iii) any claim by another Owner in respect to any damage or defect of the Works.
- (b) must apply the proceeds of any claim against the contractor who carried out the Works or its insurer towards (or by way of reimbursement) the repair or completion of the Works;
- (c) acknowledges the Owners Corporation may at its option make and conduct any claim against the contractor who carried out the Works or its insurer; and
- (d) must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this By-law 19 including legal expenses and the expenses of any building consultant or engineer appointed by the Owners Corporation.

SP94606

20. WORK HEALTH AND SAFETY

20.1 (No hazard) An Owner or an Occupier of a Lot must

- (a) not create any hazard that may breach occupational health and safety standards, including occupational health and safety standards referable to Australian Standards or under the provisions of the *Work Health and Safety Act 2011* (NSW) and the regulations pertaining thereto and any replacement or re-enactment of that act or those regulations;
- (b) take all necessary precautions when placing furniture or other articles at or near window or balcony balustrades to prevent that furniture or article from falling.

21. DISPLAYING A SIGN OR ADVERTISEMENT

21.1 (No Lot Signage) An Owner or Occupier of a Lot must not display, affix or erect a sign, advertisement, notice or poster on

- (a) a Lot visible from outside of the Lot or
- (b) Common Property.

21.2 (Temporary Signs) For advertisements such as 'For Sale' or 'For Lease' signs, that are temporarily erected:

- (a) a Owner or Occupier must have the written authority of the Owners Corporation to locate and erect, display or permit to remain such advertisement(s) if the sign is to be located on Common Property;
- (b) the Developer, while the Developer is an Owner, does not need the written authority of the Owners Corporation to locate and erect, display or permit to remain such advertisement(s) on any Lot or the Common Property, including an A-frame sign board;
- (c) the sign must be properly kept and maintained by the respective Owner or Occupier at their own cost; and
- (d) the Owner or Occupier must repair any damage caused by the placing or removal of any sign at their own cost;
- (e) except in respect of a sign placed by the Developer while it is an Owner, the Owners Corporation may nominate the position (which must be complied with) for the placement of signs, advertisements, notices or posters for the purposes of leasing and sales; and
- (f) must be removed within 7 days of a contract for sale or lease (as the case may be) being entered into.

SP94606

22. KEEPING ANIMALS

22.1 **(No animals except as permitted)** Other than as set out in this By-law 22, an Owner or Occupier of a Lot must not:

- (a) bring or keep any animal, bird, fish or reptile (each an "Animal") upon the Lot or the Common Property; or
- (b) permit an invitee to bring or keep any Animal on the Lot or the Common Property.

22.2 **(Guide dogs)** Despite any other provisions in these By-laws, an Owner or Occupier may bring or keep, without the consent of the Owners Corporation, a guide dog, hearing dog or other animal to assist to alleviate the effect of a disability if the Owner, Occupier or Invitee needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

22.3 **(Certain pets permitted)** Owners and Occupiers of Lots may, subject to By-law 22.4:

- (a) keep in a Lot one small pet dog or pet cat ("Pet"), such Pet must not at full age exceed a weight of 10 kilograms;
- (b) with the consent of the Owners Corporation keep a medium or large size dog (being a dog of a breed which at full age, on average, exceeds a weight of 10 kilograms);
- (c) other than as permitted under By-law 22.2, 22.3 (a) or (b), an Owner or Occupier not bring or keep an Animal on a Lot or Common Property without first obtaining the consent of the Owners Corporation at a general meeting or extra ordinary general meeting to keep any other Animal.

22.4 **(Refusal to Keep Pets)** The Owners Corporation must not give an Owner or Occupier consent (and By-law 22.3 does not permit an Owner or Occupier) to keep:

- (a) an Animal that is vicious, aggressive, noisy or difficult to control; or
- (b) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
- (c) a dangerous dog or a restricted dog under the *Companion Animals Act 1998* (NSW).

22.5 **(Control of Pet Owners)** Owners and Occupiers in exercising their rights under this By-law must:

- (a) clean up any excretion of such Pet;
- (b) ensure that the Pet does not disturb the native birdlife or wildlife on or around the Land;
- (c) ensure that the Pet does not wander onto another Lot or the Common Property;

SP94606

- (d) ensure such Pet is kept on a leash or otherwise restrained at all times; and
- (e) ensure that in keeping such Pet there is no breach of any other By-Law for the Strata Scheme including without limitation causing any nuisance to other proprietors or occupiers caused by continuous barking or meowing.

22.6 **(Revocation of rights)** The Owners Corporation may revoke an Owner's or Occupier's right to keep a Pet or Animal under By-law 22.3 if:

- (a) the Owner or Occupier to whom such right is given breaches By-law 22.3 and does not remedy that breach within 14 days of receiving notice from the Owners Corporation or Strata Manager to do so;
- (b) the Pet or Animal becomes offensive, vicious, aggressive, noisy or a nuisance; or
- (c) the Owner or Occupier breaches a condition made by the Owners Corporation when it gave you consent to keep the Animal; or
- (d) the Owner or Occupier keeps a dog which is a dangerous dog or is not registered under the *Companion Animals Act 1998* (NSW).

23. NAMING THE STRATA SCHEME

The Developer has the right to determine the initial name of the Strata Scheme complex and the Owners Corporation has the sole right and discretion to erect, alter and permit to remain signs on Common Property, subject to approval by any relevant Government Agency, that show the name designated to the Strata Scheme complex, the address and any directory of the Occupiers.

24. SALE OR LEASING OF LOTS

While the Developer remains an Owner of any Lot, it and its agents may utilise Common Property and any Lot owned by the Developer as a display Lot for the purpose of allowing prospective purchasers or tenants of a Lot to inspect such display Lot and may place a reasonable number of appropriate signs or other advertising and display material in and about such Lot and about other parts of the Common Property.

25. COMMON PROPERTY

25.1 **(Easements)** Where some items of Common Property are burdened or benefited (or both) by an Easement, Owners, Occupiers and the Owners Corporation:

- (a) must comply with their obligations under those Easements; and
- (b) must not do anything to prevent the benefited parties under those Easements from exercising their rights to use Common Property under those Easements.

SP94606

25.2 **(Obligations)** Subject to the By-laws, Owners and Occupiers must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if that Owner or Occupier know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by the Owner or Occupier, its visitors or persons doing work or carrying out Works in the Strata Scheme; and
- (d) permit the Owners Corporation or any tradesman, contractor or other person engaged or authorised by the Owners Corporation access over and through that Owner's or Occupier's Lot for the purpose of accessing Common Property.

25.3 **(Owners Corporation Consent)** Subject to the By-laws, an Owner or Occupier must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property or equipment.

26. RULES

26.1 **(Powers of the Owners Corporation)** The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of Common Property.

26.2 **(Changing Rules)** The Owners Corporation may add to or change the Rules at any time.

26.3 **(Obligations)** Owners and Occupiers must comply with the Rules.

26.4 **(Inconsistent with the By-law)** If a Rule is inconsistent with the By-laws or the requirements of a Government Agency, the By-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

27. BUILDING SECURITY

27.1 **(Security and fire safety equipment)** The Owners Corporation may take reasonable steps to stop intruders coming into the Building and to prevent fires and other hazards. In order to do so the Owners Corporation may:

- (a) install and operate security cameras, security devices and other surveillance equipment;
- (b) install and operate fire and safety devices and equipment; and

Strata By-Laws

SP94606

- (c) make arrangements with third parties about the installation, operations, maintenance, and repair of security and fire prevention equipment.
- 27.2 (No liability) The Owners Corporation is not liable to an Owner or Occupier if it fails to take reasonable steps to stop intruders coming into the Building and to prevent fires and other hazards.
- 27.3 (Emergency Service call outs)
 - (a) An Owner is responsible for the attendance of a member of the fire brigade, police service or ambulance service ("Emergency Services") at the Strata Scheme as result of action or inaction by an Owner, Occupier, or Invitee.
 - (b) If a member of the Emergency Services attends at the Strata Scheme as a result of action or inaction by an Owner, Occupier, or Invitee and, as a result of on such attendance, a charge is imposed on the Owners Corporation, then the Owners Corporation has the following additional authority and powers:
 - (i) the authority to enquire of the Emergency Services as to the reason, cause or nature of their attendance;
 - (ii) the power to investigate the attendance by the Emergency Services and to decide (in its reasonable opinion) who is responsible for the attendance of the Emergency Services;
 - (iii) the power to recover the amount of that charge from the Owner of the Lot as a debt due and payable by that Owner.
- 28. PROVISION OF AMENITIES OR SERVICES
- 28.1 (Additional services or amenities) Notwithstanding the provisions of any other By-law, the Owners Corporation may enter into arrangements with third parties for the provision of the following amenities and services to the Common Property:
 - (a) security;
 - (b) cleaning;
 - (c) garbage disposal and recycling services;
 - (d) electricity, water, gas or other utility services;
 - (e) telecommunications services; and/or
 - (f) other essential services.

SP94606

29. REFURBISHMENT OF COMMON PROPERTY

29.1 **(Power to refurbish)** In addition to its powers under the Strata Management Act and under other of these By-laws, the Owners Corporation has the power to Refurbish Common Property.

30. ACCESS FOR METER READING AND FIRE SAFETY COMPLIANCE

30.1 **(Right of access)** An Owner or Occupier of a Lot must on being given reasonable notice by the Owners Corporation or a person authorised by it provide reasonable access for any person required to:

- (a) effect the reading of any meter located in or about the Lot;
- (b) carry out inspections in respect of fire safety, or work or occupational health and safety.

31. GARBAGE DISPOSAL

31.1 **(Disposal Requirements)** An Owner or Occupier must:

- (a) ensure that Garbage is separated, prepared, drained, wrapped and disposed of in accordance with the recycling guidelines of the Owners Corporation, Council and any other Government Agency;
- (b) only place and leave Garbage in the Residential Garbage Room or other areas designated by the Owners Corporation (including for recyclable materials) from time to time;
- (c) arrange at the Owner's or Occupier's own expense, for the removal of Garbage that may be oversized or articles which the Council or contractor would not normally remove as part of its normal collection service;
- (d) remove rubbish and Garbage and clean the relevant part of the Common Property where that Owner or Occupier has spilt Garbage on the Common Property; and,
- (e) where provided, use garbage chutes for disposal of garbage and comply with all Rules for using the garbage chute and must not:
 - (i) deposit bottles or glass in any garbage chute;
 - (ii) deposit or pour liquids in any garbage chute;
 - (iii) deposit items that weigh more than 2.5 kilograms in any garbage chute;
 - (iv) deposit an item in any garbage chute that is reasonably likely to block it.

SP94606

31.2 (Restrictions) An Owner or Occupier must not:

- (a) place, or allow to remain, Garbage or any other articles or items (including but not limited to furniture, clothing on undesignated Common Property or any other Lot (unless with the permission of the Owners Corporation or the respective Owner or Occupier) or on any public access ways such as footpaths, roadways, reserves and the like;
- (b) place any Garbage in an area of the Lot (including a Carspace) which is visible from outside the Lot;
- (c) dispose of any Garbage, recyclable material or waste in breach of the recycling guidelines of the Council, any other Government Agency or the Owners Corporation; and
- (d) throw or allow to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of any Lot.

31.3 (Hazardous Waste) This By-law 31 does not require an Owner or Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

31.4 (Garbage Contractor): Notwithstanding anything contained in By-laws 31.1 and 31.2, the Owners Corporation may designate a contractor for the collection of garbage so that the efficiency of collection and the security within the Strata Scheme may be maintained.

32. NOTICES

- (a) Any notice under these By-laws must be in writing.
- (b) The Owners Corporation, an Owner or Occupier may send a notice:
 - (i) by hand;
 - (ii) by facsimile transmission;
 - (iii) by security post; or
 - (iv) otherwise as determined by the Owners Corporation from time to time at a general meeting.

to the last notified address of the intended recipient.
- (c) A notice is deemed to be given:
 - (i) if sent by hand, at the time of delivery;
 - (ii) if sent by facsimile transmission, at the time recorded on the transmission report; and
 - (iii) if sent by security post, at the time that the recipient or its agent acknowledges receipt.

Strata By-Laws

SP94606

- (d) By-law 32(c)(i) does not apply if:
 - (i) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or
 - (ii) the transmission report of the sender indicates a faulty or incomplete transmission.
- (e) If delivery or receipt is not on a Business Day or if receipt is later than 5.00 p.m, local time at the place of delivery, then the notice is deemed to have been delivered and received on the next Business Day.

33. RESTRICTING ACCESS

33.1 (Right to restrict access) The Owners Corporation may for security reasons or effective control and management of the Strata Scheme:

- (a) close off or restrict access to any part of Common Property that is not required for access to a Lot, and restrict access to any part of Common Property that is required for access to a Lot if alternative access is provided, but excepting always those parts of Common Property that are subject to an easement for public access; and
- (b) restrict by Security Device access to areas or levels of Common Property or the Building where an Owner or Occupier does not own or occupy a Lot or have exclusive use rights over Common Property.

34. BUILDING SERVICES

34.1 (Building Manager) The Owners Corporation may:

- (a) appoint a Building Manager to provide the Building Services; and
- (b) enter into a Building Services Agreement with the Building Manager to provide those services.

34.2 (Agreement) The Building Services Agreement may contain such provisions in respect to the term of the agreement, any option term, the remuneration of the Building Manager and the frequency and mechanism for review of the remuneration of the Building Manager as approved by the Owners Corporation and as is permitted by the Act and/or any other legislation.

34.3 (Duties) The Building Manager's duties under the Building Services Agreement may include (without limitation) matters such as:

- (a) cleaning services;
- (b) caretaking services;
- (c) maintenance, repair and replacement services;
- (d) garbage services (including collection and removal).

SP94606

- (e) gardening services;
- (f) letting, property management and sales services;
- (g) supervising employees, contractors and agents of the Owners Corporation;
- (h) arranging for the provision of services by third party contractors;
- (i) supervising the provision of services provided by third party contractors;
- (j) providing and maintaining security keys according to the By-laws
- (k) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property
- (l) general supervision; and
- (m) anything else that the Owners Corporation agrees is reasonably necessary for the operation and management of the Strata Scheme.

34.4 (Provisions) The Building Services Agreement may include provisions about:

- (a) the manner in which the Building Manager must carry out the services and details of any licence or registration required by the Building Manager;
- (b) the manner in which employees and contractors are to be engaged;
- (c) the manner in which the Building Manager may be reimbursed for expenses;
- (d) whether the agreement may be assigned and, if so, the terms upon which the agreement may be assigned; and
- (e) if permitted by law (including the Act), an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:
 - (i) the right of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
 - (ii) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

34.5 (Further Agreement) On the expiration of the Building Services Agreement, the Owners Corporation may enter into a further agreement or agreements with a Building Manager on such terms and conditions as may be agreed between the Owners Corporation and the Building Manager.

SP94606

34.6 (Initial Period) The Owners Corporation may, subject to the provisions of the Act, enter into a Building Services Agreement for the period to the first annual general meeting of the Strata Scheme on such terms and conditions as agreed between the Owners Corporation and a Building Manager.

34.7 (No Obstruction) An Owner or Occupier must not interfere with or obstruct the Building Manager from:

- (a) providing the services contemplated by the Building Services Agreement; and
- (b) using any part of the Common Property in providing the services contemplated by the Building Services Agreement.

34.8 (Additional services) An Owner or Occupier may separately contract with the Building Manager to provide services at the sole cost of the Owner or Occupier in respect of their Lot on terms and conditions which those parties may agree provided those terms and conditions do not conflict with the terms of these By-laws.

35. CONTROL ON HOURS OF OPERATION AND USE OF FACILITIES

35.1 (Hours of operation) The Owners Corporation may make any of the following determinations, if it considers the determination is appropriate for the control, management, administration, use or enjoyment of a Lot or Lots and the Common Property, as to the time and conditions for use of:

- (a) facilities situated on the Common Property;
- (b) services provided to the Owner Corporation; and
- (c) deliveries to or from a Lot or Lots through or on Common Property.

36. TELECOMMUNICATIONS SERVICES

36.1 (Telecommunications) Except to the extent permitted by law, the Executive Committee may enter into agreements on behalf of the Owners Corporation to:

- (a) grant to third parties the right to enter into and alter Common Property in order to facilitate and install any structure, cabling, conduit or any other device to supply telecommunications, internet, or cable television services to the Building and the Lots. The right includes a right to build on or add to the Common Property including without limitation any addition on the roof of the Building or the erection of antennae on the Common Property; and
- (b) do all things necessary to empower a member of the Executive Committee or the Strata Manager to negotiate or apply for or procure a third party to apply for any approvals from Council or any Government Agency to facilitate the rights referred to in By-law 36.1(a).

SP94606

37. GAS SERVICE

- (a) Each Owner and Occupier has the special privilege to use the Gas Service servicing that Owner or Occupier's Lot.
- (b) Each Owner or Occupier must give the Owners Corporation reasonable access to his or her Lot to maintain, repair or replace the connections to the Gas Service.
- (c) The Owners Corporation must use reasonable endeavours to operate, maintain, repair and replace the Gas Service servicing the Lots.
- (d) The Owner is responsible for the costs of any common gas consumption charges as part of the Gas Service servicing his/her Lot and the costs incurred under By-law 37(c) (including any amount under By-law 37(e)) for the Gas Service servicing that Owner's Lot and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.
- (e) The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Gas Service servicing the Lots.
- (f) An Owner may allow any Occupier of that Lot to exercise the rights of the Owner under this By-law. The Owner of the Lot remains liable under these By-laws for all obligations under this By-law.

38. HOT WATER SERVICE

- (a) Each Owner and Occupier has the special privilege to use the Hot Water System servicing that Owner or Occupier's Lot.
- (b) Each Owner or Occupier must give the Owners Corporation reasonable access to that Owner's Lot to maintain, repair or replace the connections to the Hot Water System.
- (c) The Owners Corporation must use its reasonable endeavours to operate, maintain, repair and replace the Hot Water System.
- (d) The Owners of a Lot is responsible for the costs incurred under By-law 38(c) (including any amount under By-law 38(e) for the Hot Water System servicing that Owner's Lot and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.
- (e) The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Hot Water System.
- (f) An Owner of a Lot may allow any Occupier of that Lot to exercise the rights of the Owner under this By-law. The Owner of the Lot remains liable under these By-laws for all obligations under this By-law.

State By-Laws

SP94606

39. ENERGY PROVIDER

The Owners Corporation may:

- (a) enter into agreements on such terms as it determines with energy providers (Energy Provider) to:
 - (i) provide an electrical embedded network system, hot water metering system, wi-fi system, single and multi-phase meters, cabling and ancillary equipment (Network Embedded System) on Common Property;
 - (ii) access, occupy and use Common Property for the purpose of installing and operating a Network Embedded System;
- (b) permit Energy Providers access at all reasonable times to common Property to undertake:
 - (i) meter reading, servicing, repair, testing, upgrading and maintenance of the Network Embedded System;
 - (ii) installation and removal of the Network Embedded System; and
 - (iii) marketing and support services to actual and potential customers of the Energy provider.

40. FLOOR WORKS

- (a) An Occupier must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission of noise from the floor space of the Lot likely to disturb the peaceful enjoyment of an Occupier of another Lot.
- (b) An Owner must ensure that the Floor Works do not have a weighted standardised impact sound pressure level L_{nT}, w exceeding 45 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements.
- (c) Before commencement of the Flooring Works, an Owner must:
 - (i) submit to the owners corporation, a duly completed Approved Form. The form must specify in detail the Floor Works to be undertaken and the duration of any impact on the common property or disruption to common property services or access;
 - (ii) lodge the Bond, if requested by the owners corporation;
 - (iii) provide a complete proposal concerning the Floor Works including, but not limited to:
 - (1) plans and specifications of the proposed works;

SP94606

- (2) specifications of any sound rating, type, size together with the manufacturer's or suppliers brochure regarding the same; and
- (iv) obtain written consent to the date for the commencement of the Floor Works from the Owners Corporation upon satisfaction of its obligations of clauses (c)(iii)(1) and (2) above.
- (d) An Owner that is carrying out Floor Works with carpet laid over heavy duty underlay or a surface with a weighted standardised impact sound pressure level L'nT, w that is lower than 40, does not need to follow the procedure specified above in clause (b).
- (e) Where an Owner is installing a hard floor surface the owners corporation will:
 - (i) arrange for a qualified acoustic engineer to analyse and provide a report for the proposed Floor Works, the method of installation and the effect of sound transmission by the works proposed; and
 - (ii) upon receipt of the acoustic engineer's report, apply the Bond in payment of the report, and provide the Owner with a copy of receipt for such report.
- (f) Whilst the Floor Works are in progress the Owner of the Lot at the relevant time must:
 - (i) use duly licensed employees, contractors or agents to conduct the Floor Works;
 - (ii) ensure the Floor Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards (except with respect to the standardised impact sound pressure where clause (b) above will apply;
 - (iii) effect and maintain Works Insurance and provide a copy to the Owners Corporation;
 - (iv) ensure the Floor Works are carried out expeditiously and with a minimum of disruption;
 - (v) carry out the Floor Works between the hours permitted by local council. No Floor Works are to be carried out on a Sunday or public holiday unless they are silent works;
 - (vi) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
 - (vii) not allow tradespersons and contractors at any time to park on common property without the written consent of the owners corporation;

Strata By-Laws

SP94606

- (viii) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the owners corporation;
 - (ix) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Floor Works to be conducted on the common property;
 - (x) protect all affected areas of the Building outside the Lot from damage relating to the Floor Works or the transportation of construction materials, equipment and debris;
 - (xi) ensure that the Floor Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
 - (xii) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation (for clarity more than one inspection may be required); and
 - (xiii) observe all the other by-laws applicable to the strata scheme at all times.
- (g) After the Floor Works have been completed the Owner must without unreasonable delay:
- (i) notify the owners corporation that the Floor Works have been completed;
 - (ii) notify the owners corporation that all damage, if any, to lot and common property caused by the Floor Works and not permitted by this by-law has been rectified;
- (h) provide the owners corporation's nominated representative(s) access the lot to carry out an acoustic analysis and to check compliance with this by-law or any consents provided under this by-law.
- (i) Upon being satisfied that the Floor Works have been completed, the owners corporation may:
- (i) without unreasonable delay, arrange, at the Owner's cost, a qualified acoustic engineer to analyse and provide a report for the Floor Works installed in the Lot;
 - (ii) provide notice to the Owner specifying the date and time upon which access to the Lot is required;
 - (iii) obtain entry into the Lot to permit the carrying out acoustic testing;

SP94606

- (iv) upon completion of the acoustic engineer's report, apply the bond in payment of the report and provide the owner with a copy of the receipt for such report;
 - (v) refund the remainder of the Bond to the Owner less any costs incurred by the owners corporation for or in connection with the carrying out of the Floor Works or breach of this by-law.
- (j) The Owner must:
- (i) comply with all requirements of the owners corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Floor Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
 - (ii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
 - (iii) comply with the provisions of the Home Building Act 1989.
- (k) The Floor Works must:
- (i) be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
 - (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.
- (l) An Owner must:
- (i) properly maintain, replace and keep in good and serviceable repair any Floor Works installed by them;
 - (ii) properly maintain and upkeep those parts of the common property in contact with the Floor Works;
 - (iii) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Floor Works are removed or relocated; and
 - (iv) indemnify and keep indemnified the owners corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Floor Works including any liability in respect of the property of the Owner.

SP94606

- (m) If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:
 - (i) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
 - (ii) apply the Bond towards the costs incurred by the owners corporation to carry out that work;
 - (iii) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation; and
 - (iv) recover any costs from the Owner as a debt due.
- (n) If an Owner desires to remove the Floor Works installed under this by-law (or otherwise), the provisions of clauses (a) and (b) above also apply in relation to that removal.


41. CAR WASH BAY

- 41.1 (Use of any car wash bay) An Owner or Occupier, may use any area designated as a car wash bay only:
- (a) for washing private motor vehicles only;
 - (b) for no more than one (1) hour at a time before allowing others waiting to have a turn of using the car wash bay; and
 - (c) in accordance with the Rules current from time to time; and
 - (d) must leave such car wash bay in a tidy state after use.

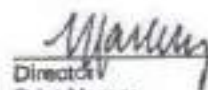
SP94606

EXECUTION OF BY-LAWS
Registered Proprietor

EXECUTED as a deed by THORNTON
NORTH PENRITH PTY LIMITED ACN
600 628 644
In accordance with Section 127(1) of the
Corporations Act 2001 (Cth)



Director
Print Name: TIMOTHY CASEY



Director
Print Name: MARK HOVEY

State By-Laws

SP94606

Consent and Execution by Mortgagees

Registered Mortgagee:

Mortgagee under Mortgage No. AJ938347
Signed at Sydney this 2nd day of
November 2016 for National
Australia Bank Limited ABN 12 004 044 937
by RACHEL TWEEDY
its duly appointed Attorney under Power of
Attorney No. 39 Book 4513

2 Level Tweedy Attorney

Witness/Bank Officer

CAROLINE SHEN
ANALYST
NAB Corporate Property NSW
Level 22, 205 George Street
Sydney NSW 2000

REGISTERED



24.11.2016



MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900) Exempt from Stamp Duty

Assistant Commissioner of Lands

THE GOVERNMENT OF AUSTRALIA

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, Eas and interests as are notified hereunder, in consideration of the sum of Three hundred pounds—

(£300—) (the receipt whereof is hereby acknowledged) paid to it by

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES

15 Castlereagh Street, Sydney

(herein called transferee)

do hereby transfer to the said transferee
All such its Estate and Interest in All the land mentioned in the schedule following:—

County	Parish	Subdivided by Title No			Description of Land if part only
		Whole or Part	Vol	Plat	
Cumberland	Castlereagh	Part	6620	94	being the land shown on the plan hereto annexed marked with the letter 'A' and thereon edged red.

And the transferor covenants with the transferee that the railway siding and all works and apparatus connected or associated therewith (hereinafter collectively referred to as "the railway siding") now constructed and laid over and along the land hereby transferred and hereinafter to be constructed and laid over and along the land hereby transferred and hereinafter to be constructed and laid over and along the land hereby transferred (hereinafter called "the railway siding") and together with the right free title to time and at all times hereafter with workmen servants agents and contractors and either with or without horses and vehicles of any description to enter into and upon the railway siding and to use the same for the purposes of conveying passengers and goods and for the purposes of recovering the railway siding or any part or parts thereof including all works necessary (for continuation see annexure hereto)

ENCUMBRANCES, &c. REFERRED TO:

FILE

Signed at SYDNEY the 18th day of November 1953
Signed in my presence as the transferee
Solicitor General of the Commonwealth who is personally known to me
Signed
Attorney-General's Department.

Accepted for and on behalf of THE ELECTRICITY COMMISSION OF NEW SOUTH WALES by me
General Manager and Secretary.

It is signed by virtue of my power of attorney, the original power being registered to the Registrar-General, and produced with each dealing and the memorandum of sub-registration in each of them signed by the attorney before a witness.
[N.B.—Section 13] requires that the above Certificate be signed by each Transferee in the presence of the Registrar-General, and under any person's name or signature appearing therein in a capacity of agent, also in duplicate immediately by parties to the transfer. Compliance by the Registrar-General is required before the instrument can be registered and that that of his being so permitted shall upon the signature of the Transferee be deemed to be a valid receipt, and upon the instrument being so registered shall be deemed to be a valid receipt.
The Transferee should be made by statute. The words referred should be stated through with the Registrar-General, and these referred to the Registrar-General, and the Registrar-General should be made by statute. The words referred should be stated through with the Registrar-General, and these referred to the Registrar-General, and the Registrar-General should be made by statute.

J. 38042

No. 113999

CONSENT OF MORTGAGEE:

(N.B.—Before insertion read marginal note.)

LODGED BY

Electric power

15 Colborne Ave.
(Rt. 4/4/42. P 223 Cal. 252)

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This covered in approximately a portion of the land in the Mortgage. The mortgage should cover a parcel of land where the land transferred in the whole or in part as of the land in the Certificate of Title or Grant or in the whole of the land in the mortgage.

Dated at this day of 19 .
Signed in my presence by

who is personally known to me.

Methods

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.








Signed at _____ the _____ day of _____ 19____
 Signed in the presence of— _____

2. Write out necessary words. Add any other matter necessary to show that the print is sufficient.

CERTIFICATE OF J.P. &c. TAKING DECLARATION OF ATTESTING WITNESS

Appeared before me at _____ the _____ day of _____, one thousand
 nine hundred and _____ the attending witness to this instrument
 and declared that he personally knew the person
 signing the same, and whose signature thereto he has attested; and that the name purporting to be such
 signature of the said _____ is _____ handwriting, and
 that _____ he was of sound mind and freely and voluntarily signed the same.

To be signed by
Register General,
Deputy Register
General, a Notary
Public, J.P., Constable
or any other
other trustworthy
person when the
statutory witness
is required. If the
law does not so
require, it is not
necessary to have
any of these
witnesses.

INDEXED 	MEMORANDUM OF TRANSFER <i>Receiving Section</i>		DOCUMENTS LODGED HEREWITH <i>To be filed in by person lodging document</i>													
	<i>Receiving Section</i>		<table border="1"> <tr> <td>1</td> <td rowspan="3">  </td> <td rowspan="3"> <table border="1"> <tr> <td>Received</td> <td>Don</td> </tr> <tr> <td colspan="2">Non</td> </tr> <tr> <td colspan="2">Receiving Clerk</td> </tr> </table> </td> </tr> <tr> <td>2</td> <td>3</td> </tr> <tr> <td>3</td> <td>4</td> </tr> </table>		1		<table border="1"> <tr> <td>Received</td> <td>Don</td> </tr> <tr> <td colspan="2">Non</td> </tr> <tr> <td colspan="2">Receiving Clerk</td> </tr> </table>	Received	Don	Non		Receiving Clerk		2	3	3
1		<table border="1"> <tr> <td>Received</td> <td>Don</td> </tr> <tr> <td colspan="2">Non</td> </tr> <tr> <td colspan="2">Receiving Clerk</td> </tr> </table>	Received	Don	Non			Receiving Clerk								
Received			Don													
Non																
Receiving Clerk																
2	3															
3	4															
Checked by <i>JDM</i>	Particulars entered in Register Book Volume <i>6620</i> Page <i>94</i>															
Passed (in A.D.) by <i>A.D.</i>	<i>on 11th of August 1936</i> <i>Receiving Section</i>		<p>EXHIBITION OUTSIDE NEW SOUTH WALES.</p> <p>Exhibitors may be proved where the parties are entitled to:-</p> <p>(a) In any part of the British Dominions outside the State of New South Wales by the Registrar-General, or the Registrar-General or Registrar of Titles of each Province before any Justice, Notary Public, Justice of the Peace for New South Wales, or Commissioner for Mining Matters for New South Wales, or Mayor or Chief Justice, or local government authorities of each part, or Justice of the Peace of each part, of the Dominion, Commonwealth, Dominion, or Chief Secretary of each part of each part, or the Chief Justice of New South Wales may appoint.</p> <p>(b) In the British Dominions by Agents or sub-agents holding the proper</p>													
Signed by 	 															

PROGRESS RECORD

	Initia	Date
Sent to Survey Branch		
Received from Records		
Draft written ...	<i>[Signature]</i>	5/22/64
Draft extended	<i>[Signature]</i>	5/27/64
Diagram prepared	<i>[Signature]</i>	5/27/64
Diagram extended	<i>[Signature]</i>	5/27/64
Draft forwarded	<i>[Signature]</i>	5/27/64
Dept. of Engineers	<i>[Signature]</i>	5/29/64
Cancellation Clerk	<i>[Signature]</i>	

Vol. 8388 Pgs. 122

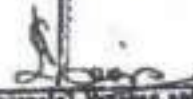
DE 11000 00.0005-10

J-38042

H-115099

X
and incidental to the construction and working thereof and for the purposes
aforesaid on any of them and as often as may be necessary to bring and place
upon the servient tenement and to remove therefrom all goods materials
machinery tools implements appliances and articles and to do and perform
all other such incidental acts and things as may be reasonably necessary or
required being as little damage as possible to the servient tenement and
forthwith making good all damage that may be done thereto in the exercise
of the rights and authorities hereby reserved.

This is the assurance referred to in Memorandum of Transfer from
THE COMMONWEALTH OF AUSTRALIA to THE ELECTRICITY COMMISSION OF NSW
SOUTH WALES made the 1st day of November 1957.


Commercial Manager and Secretary
of
The Electricity Commission of New
South Wales.


Acting Solicitor General

B

COMMONWEALTH OF AUSTRALIA	
DEPARTMENT OF THE TREASURY	
OFFICE OF THE REGISTRAR-GENERAL	
REF	DESCRIPTION
1	173163e-487b-96ce-88c7-7a34a5ed48e8
2	173163e-487b-96ce-88c7-7a34a5ed48e8
3	173163e-487b-96ce-88c7-7a34a5ed48e8
4	173163e-487b-96ce-88c7-7a34a5ed48e8
5	173163e-487b-96ce-88c7-7a34a5ed48e8
6	173163e-487b-96ce-88c7-7a34a5ed48e8
7	173163e-487b-96ce-88c7-7a34a5ed48e8
8	173163e-487b-96ce-88c7-7a34a5ed48e8
9	173163e-487b-96ce-88c7-7a34a5ed48e8
10	173163e-487b-96ce-88c7-7a34a5ed48e8
11	173163e-487b-96ce-88c7-7a34a5ed48e8
12	173163e-487b-96ce-88c7-7a34a5ed48e8
13	173163e-487b-96ce-88c7-7a34a5ed48e8
14	173163e-487b-96ce-88c7-7a34a5ed48e8
15	173163e-487b-96ce-88c7-7a34a5ed48e8
16	173163e-487b-96ce-88c7-7a34a5ed48e8
17	173163e-487b-96ce-88c7-7a34a5ed48e8
18	173163e-487b-96ce-88c7-7a34a5ed48e8
19	173163e-487b-96ce-88c7-7a34a5ed48e8
20	173163e-487b-96ce-88c7-7a34a5ed48e8
21	173163e-487b-96ce-88c7-7a34a5ed48e8
22	173163e-487b-96ce-88c7-7a34a5ed48e8
23	173163e-487b-96ce-88c7-7a34a5ed48e8
24	173163e-487b-96ce-88c7-7a34a5ed48e8
25	173163e-487b-96ce-88c7-7a34a5ed48e8
26	173163e-487b-96ce-88c7-7a34a5ed48e8
27	173163e-487b-96ce-88c7-7a34a5ed48e8
28	173163e-487b-96ce-88c7-7a34a5ed48e8
29	173163e-487b-96ce-88c7-7a34a5ed48e8
30	173163e-487b-96ce-88c7-7a34a5ed48e8
31	173163e-487b-96ce-88c7-7a34a5ed48e8
32	173163e-487b-96ce-88c7-7a34a5ed48e8
33	173163e-487b-96ce-88c7-7a34a5ed48e8
34	173163e-487b-96ce-88c7-7a34a5ed48e8
35	173163e-487b-96ce-88c7-7a34a5ed48e8
36	173163e-487b-96ce-88c7-7a34a5ed48e8
37	173163e-487b-96ce-88c7-7a34a5ed48e8
38	173163e-487b-96ce-88c7-7a34a5ed48e8
39	173163e-487b-96ce-88c7-7a34a5ed48e8
40	173163e-487b-96ce-88c7-7a34a5ed48e8
41	173163e-487b-96ce-88c7-7a34a5ed48e8
42	173163e-487b-96ce-88c7-7a34a5ed48e8
43	173163e-487b-96ce-88c7-7a34a5ed48e8
44	173163e-487b-96ce-88c7-7a34a5ed48e8
45	173163e-487b-96ce-88c7-7a34a5ed48e8
46	173163e-487b-96ce-88c7-7a34a5ed48e8
47	173163e-487b-96ce-88c7-7a34a5ed48e8
48	173163e-487b-96ce-88c7-7a34a5ed48e8
49	173163e-487b-96ce-88c7-7a34a5ed48e8
50	173163e-487b-96ce-88c7-7a34a5ed48e8
51	173163e-487b-96ce-88c7-7a34a5ed48e8
52	173163e-487b-96ce-88c7-7a34a5ed48e8
53	173163e-487b-96ce-88c7-7a34a5ed48e8
54	173163e-487b-96ce-88c7-7a34a5ed48e8
55	173163e-487b-96ce-88c7-7a34a5ed48e8
56	173163e-487b-96ce-88c7-7a34a5ed48e8
57	173163e-487b-96ce-88c7-7a34a5ed48e8
58	173163e-487b-96ce-88c7-7a34a5ed48e8
59	173163e-487b-96ce-88c7-7a34a5ed48e8
60	173163e-487b-96ce-88c7-7a34a5ed48e8
61	173163e-487b-96ce-88c7-7a34a5ed48e8
62	173163e-487b-96ce-88c7-7a34a5ed48e8
63	173163e-487b-96ce-88c7-7a34a5ed48e8
64	173163e-487b-96ce-88c7-7a34a5ed48e8
65	173163e-487b-96ce-88c7-7a34a5ed48e8
66	173163e-487b-96ce-88c7-7a34a5ed48e8
67	173163e-487b-96ce-88c7-7a34a5ed48e8
68	173163e-487b-96ce-88c7-7a34a5ed48e8
69	173163e-487b-96ce-88c7-7a34a5ed48e8
70	173163e-487b-96ce-88c7-7a34a5ed48e8
71	173163e-487b-96ce-88c7-7a34a5ed48e8
72	173163e-487b-96ce-88c7-7a34a5ed48e8
73	173163e-487b-96ce-88c7-7a34a5ed48e8
74	173163e-487b-96ce-88c7-7a34a5ed48e8
75	173163e-487b-96ce-88c7-7a34a5ed48e8
76	173163e-487b-96ce-88c7-7a34a5ed48e8
77	173163e-487b-96ce-88c7-7a34a5ed48e8
78	173163e-487b-96ce-88c7-7a34a5ed48e8
79	173163e-487b-96ce-88c7-7a34a5ed48e8
80	173163e-487b-96ce-88c7-7a34a5ed48e8
81	173163e-487b-96ce-88c7-7a34a5ed48e8
82	173163e-487b-96ce-88c7-7a34a5ed48e8
83	173163e-487b-96ce-88c7-7a34a5ed48e8
84	173163e-487b-96ce-88c7-7a34a5ed48e8
85	173163e-487b-96ce-88c7-7a34a5ed48e8
86	173163e-487b-96ce-88c7-7a34a5ed48e8
87	173163e-487b-96ce-88c7-7a34a5ed48e8
88	173163e-487b-96ce-88c7-7a34a5ed48e8
89	173163e-487b-96ce-88c7-7a34a5ed48e8
90	173163e-487b-96ce-88c7-7a34a5ed48e8
91	173163e-487b-96ce-88c7-7a34a5ed48e8
92	173163e-487b-96ce-88c7-7a34a5ed48e8
93	173163e-487b-96ce-88c7-7a34a5ed48e8
94	173163e-487b-96ce-88c7-7a34a5ed48e8
95	173163e-487b-96ce-88c7-7a34a5ed48e8
96	173163e-487b-96ce-88c7-7a34a5ed48e8
97	173163e-487b-96ce-88c7-7a34a5ed48e8
98	173163e-487b-96ce-88c7-7a34a5ed48e8
99	173163e-487b-96ce-88c7-7a34a5ed48e8
100	173163e-487b-96ce-88c7-7a34a5ed48e8



76 AUG 10 PM

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

A	18
---	----

TRANSFEROR

N. J. GUNN INDUSTRIAL PTY. LTD. (formerly Dual Industrial Pty. Ltd.)
 a Company duly incorporated and having its
 registered office at 4/- R.F. Weston & Co., 163 Clarence Street, Sydney in
 the State of New South Wales.

note change of name

hereinafter referred to as the TRANSFEROR.

being registered proprietor of an estate in the duplicate
 in the land hereinafter described, subject to the following encumbrances and interests

1. Reservations and conditions, if any, contained in the Crown Grant.
2. Deed of Redemption No. 846777K.
3. Mortgage Registered No. 557555 to Credit Corporation Limited.

In consideration of One thousand five hundred dollars

(\$ 1,500.00)

(the receipt whereof is hereby acknowledged), paid to the transferee by

THE GOVERNMENT OF AUSTRALIA

THE GOVERNMENT OF AUSTRALIA

(note correct agency)

hereinafter referred to as the TRANSFEREE

and of all its estate and interests

in the land described in the following schedule

Reference to title	Whole or Part		Description of land if part only	County	Tenure
	Volume	Folio			
11261	200	Full	Being a grant of easement over the "Site of Proposed Reservoir for Stormwater Drainage 100' wide and Variable in Depth" Plan No. 58577K	NEWCASTLE	LEASEHOLD

NOTE UP ALL NAMES

An easement to drain water through ALL THAT place or parcel of land shown in Deposited
Plan No. 633996 as "Site of Proposed Easement for Stormwater Drainage 10m Wide and
Variable Area 100m²"

AND IT IS FURTHER AGREED AND DECLARED

- (a) That the Transferee shall have the right to drain stormwater through any pipes constructed by the Transferee within this easement. AND IT IS FURTHER AGREED That the Transferee will indemnify and keep indemnified the Transferor so long as the Transferee remains proprietor of the dominant tenement and all officers agents and servants of the Transferee from and against all actions suits claims of action or suit claims and demands of whatever nature which may be brought commenced or prosecuted against them or any of them by reason of or arising directly or indirectly out of the exercise by the Transferee of the aforesaid right. AND IT IS FURTHER AGREED That the Transferee shall at its own expense repair any damage to the dominant tenement or to the drainage works placed within the said easement by the Commonwealth resulting from the exercise of this right by the Transferee.
- (b) That the Transferee shall not without the prior written approval of the Transferee place or erect any building or structure or permit any building or structure to be placed or erected upon the said servient tenement. That prior to such approval being given, the Transferee after consultation with officers of the Transferee shall at the Transferee's expense in the placement or erection of any such building or structure take such measures and observe such precautions as may be mutually agreed upon provided however that if it is agreed that the easement should be deviated clear of such proposed buildings or structures the Transferee will if necessary make a further grant of easement to the Transferee to accommodate the deviated easement.
- (c) That the Transferee will pay all survey costs and the Transferee's reasonable legal costs in connection with the preparation and registration of this transfer and grant.

AND IT IS FURTHER AGREED AND DECLARED That the land to which the benefit of this easement is appurtenant is the land comprised in Certificates of Title Volume 10120 Folio 225, Volume 11006 Folio 39, Volume 11470 Folio 75 and Volume 9754 Folio 15.

45

[Signature]

P850917M

518-G

INDEX 1977

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
TRANSFER <i>1 front of an apartment to main water.</i>		Lodged by <i>Deputy County Auditor</i>	
REGISTERED		Address: <i>119 Philip Street, Springfield</i>	
<i>7-2-1977</i>		Phone No.: <i>SP 28290/56</i>	
<i>[Signature]</i>		Documents lodged herewith	
Register General		<i>1-3</i>	
		Received Documents	
		Authority for use of instrument of title	
		Authority is hereby given for the use of _____	
		(Insert reference to certificate, grant or discharge)	
		Is executed with _____	
		(Insert number of plan or discharge)	
		Registration of this dealing and the delivery to _____	
		(Insert address)	
		Signature	
		Along (insert address)	
		ENDORSEMENT AS TO INVESTIGATION OF POWER OF ATTORNEY	
		(To be signed at the time of executing the within dealing)	
		The undersigned states that he has no notice of the execution of the Power of Attorney registered No. <i>154771</i>	
		Notwithstanding the authority of which he has just executed the within dealing	
		Signed at <i>SPRINGFIELD</i>	
		On <i>24th day of June</i> <i>1976</i>	
		<i>[Signature]</i>	
		Signature of witness	
		CERTIFICATE OF M. P. D. TAKING DECLARATION OF ATTENDING WITNESS	
		I certify that _____	
		On attending witness to this dealing, appeared before me at _____	
		On _____ day of _____ 1976	
		and declared that he personally knew _____	
		the person signing the deed, and whose signature thereto is here attached, and that the same purporting to be such signature of the said _____	
		is his own handwriting and that he was of sound mind and body and voluntarily signed the deed.	
		Signature	
		Along (insert address)	
		Qualification	

Deputy County Auditor



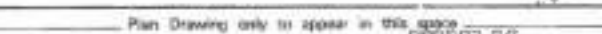
M.P.D.

• OFFICE USE ONLY

0	1
---	---

NO

[illegible]



Johnson

SCHEDULE OF LINES

LINE	START	END	LENGTH
1	10+00	10+50	50.00
2	10+50	11+00	50.00
3	11+00	11+50	50.00
4	11+50	12+00	50.00
5	12+00	12+50	50.00
6	12+50	13+00	50.00
7	13+00	13+50	50.00
8	13+50	14+00	50.00
9	14+00	14+50	50.00
10	14+50	15+00	50.00
11	15+00	15+50	50.00
12	15+50	16+00	50.00
13	16+00	16+50	50.00
14	16+50	17+00	50.00
15	17+00	17+50	50.00
16	17+50	18+00	50.00
17	18+00	18+50	50.00
18	18+50	19+00	50.00
19	19+00	19+50	50.00
20	19+50	20+00	50.00
21	20+00	20+50	50.00
22	20+50	21+00	50.00
23	21+00	21+50	50.00
24	21+50	22+00	50.00
25	22+00	22+50	50.00
26	22+50	23+00	50.00
27	23+00	23+50	50.00
28	23+50	24+00	50.00
29	24+00	24+50	50.00
30	24+50	25+00	50.00
31	25+00	25+50	50.00
32	25+50	26+00	50.00
33	26+00	26+50	50.00
34	26+50	27+00	50.00
35	27+00	27+50	50.00
36	27+50	28+00	50.00
37	28+00	28+50	50.00
38	28+50	29+00	50.00
39	29+00	29+50	50.00
40	29+50	30+00	50.00
41	30+00	30+50	50.00
42	30+50	31+00	50.00
43	31+00	31+50	50.00
44	31+50	32+00	50.00
45	32+00	32+50	50.00
46	32+50	33+00	50.00
47	33+00	33+50	50.00
48	33+50	34+00	50.00
49	34+00	34+50	50.00
50	34+50	35+00	50.00
51	35+00	35+50	50.00
52	35+50	36+00	50.00
53	36+00	36+50	50.00
54	36+50	37+00	50.00
55	37+00	37+50	50.00
56	37+50	38+00	50.00
57	38+00	38+50	50.00
58	38+50	39+00	50.00
59	39+00	39+50	50.00
60	39+50	40+00	50.00
61	40+00	40+50	50.00
62	40+50	41+00	50.00
63	41+00	41+50	50.00
64	41+50	42+00	50.00
65	42+00	42+50	50.00
66	42+50	43+00	50.00
67	43+00	43+50	50.00
68	43+50	44+00	50.00
69	44+00	44+50	50.00
70	44+50	45+00	50.00
71	45+00	45+50	50.00
72	45+50	46+00	50.00
73	46+00	46+50	50.00
74	46+50	47+00	50.00
75	47+00	47+50	50.00
76	47+50	48+00	50.00
77	48+00	48+50	50.00
78	48+50	49+00	50.00
79	49+00	49+50	50.00
80	49+50	50+00	50.00
81	50+00	50+50	50.00
82	50+50	51+00	50.00
83	51+00	51+50	50.00
84	51+50	52+00	50.00
85	52+00	52+50	50.00
86	52+50	53+00	50.00
87	53+00	53+50	50.00
88	53+50	54+00	50.00
89	54+00	54+50	50.00
90	54+50	55+00	50.00
91	55+00	55+50	50.00
92	55+50	56+00	50.00
93	56+00	56+50	50.00
94	56+50	57+00	50.00
95	57+00	57+50	50.00
96	57+50	58+00	50.00
97	58+00	58+50	50.00
98	58+50	59+00	50.00
99	59+00	59+50	50.00
100	59+50	60+00	50.00

SCHEDULE OF REFERENCE MARKS

MARK	STATION	DESCRIPTION
1	10+00	START OF LOT 1 (SHELF)
2	10+50	END OF LOT 1 (SHELF)
3	11+00	START OF LOT 2 (SHELF)
4	11+50	END OF LOT 2 (SHELF)
5	12+00	START OF LOT 3 (SHELF)
6	12+50	END OF LOT 3 (SHELF)
7	13+00	START OF LOT 4 (SHELF)
8	13+50	END OF LOT 4 (SHELF)
9	14+00	START OF LOT 5 (SHELF)
10	14+50	END OF LOT 5 (SHELF)
11	15+00	START OF LOT 6 (SHELF)
12	15+50	END OF LOT 6 (SHELF)
13	16+00	START OF LOT 7 (SHELF)
14	16+50	END OF LOT 7 (SHELF)
15	17+00	START OF LOT 8 (SHELF)
16	17+50	END OF LOT 8 (SHELF)
17	18+00	START OF LOT 9 (SHELF)
18	18+50	END OF LOT 9 (SHELF)
19	19+00	START OF LOT 10 (SHELF)
20	19+50	END OF LOT 10 (SHELF)
21	20+00	START OF LOT 11 (SHELF)
22	20+50	END OF LOT 11 (SHELF)
23	21+00	START OF LOT 12 (SHELF)
24	21+50	END OF LOT 12 (SHELF)
25	22+00	START OF LOT 13 (SHELF)
26	22+50	END OF LOT 13 (SHELF)
27	23+00	START OF LOT 14 (SHELF)
28	23+50	END OF LOT 14 (SHELF)
29	24+00	START OF LOT 15 (SHELF)
30	24+50	END OF LOT 15 (SHELF)
31	25+00	START OF LOT 16 (SHELF)
32	25+50	END OF LOT 16 (SHELF)
33	26+00	START OF LOT 17 (SHELF)
34	26+50	END OF LOT 17 (SHELF)
35	27+00	START OF LOT 18 (SHELF)
36	27+50	END OF LOT 18 (SHELF)
37	28+00	START OF LOT 19 (SHELF)
38	28+50	END OF LOT 19 (SHELF)
39	29+00	START OF LOT 20 (SHELF)
40	29+50	END OF LOT 20 (SHELF)
41	30+00	START OF LOT 21 (SHELF)
42	30+50	END OF LOT 21 (SHELF)
43	31+00	START OF LOT 22 (SHELF)
44	31+50	END OF LOT 22 (SHELF)
45	32+00	START OF LOT 23 (SHELF)
46	32+50	END OF LOT 23 (SHELF)
47	33+00	START OF LOT 24 (SHELF)
48	33+50	END OF LOT 24 (SHELF)
49	34+00	START OF LOT 25 (SHELF)
50	34+50	END OF LOT 25 (SHELF)
51	35+00	START OF LOT 26 (SHELF)
52	35+50	END OF LOT 26 (SHELF)
53	36+00	START OF LOT 27 (SHELF)
54	36+50	END OF LOT 27 (SHELF)
55	37+00	START OF LOT 28 (SHELF)
56	37+50	END OF LOT 28 (SHELF)
57	38+00	START OF LOT 29 (SHELF)
58	38+50	END OF LOT 29 (SHELF)
59	39+00	START OF LOT 30 (SHELF)
60	39+50	END OF LOT 30 (SHELF)
61	40+00	START OF LOT 31 (SHELF)
62	40+50	END OF LOT 31 (SHELF)
63	41+00	START OF LOT 32 (SHELF)
64	41+50	END OF LOT 32 (SHELF)
65	42+00	START OF LOT 33 (SHELF)
66	42+50	END OF LOT 33 (SHELF)
67	43+00	START OF LOT 34 (SHELF)
68	43+50	END OF LOT 34 (SHELF)
69	44+00	START OF LOT 35 (SHELF)
70	44+50	END OF LOT 35 (SHELF)
71	45+00	START OF LOT 36 (SHELF)
72	45+50	END OF LOT 36 (SHELF)
73	46+00	START OF LOT 37 (SHELF)
74	46+50	END OF LOT 37 (SHELF)
75	47+00	START OF LOT 38 (SHELF)
76	47+50	END OF LOT 38 (SHELF)
77	48+00	START OF LOT 39 (SHELF)
78	48+50	END OF LOT 39 (SHELF)
79	49+00	START OF LOT 40 (SHELF)
80	49+50	END OF LOT 40 (SHELF)
81	50+00	START OF LOT 41 (SHELF)
82	50+50	END OF LOT 41 (SHELF)
83	51+00	START OF LOT 42 (SHELF)
84	51+50	END OF LOT 42 (SHELF)
85	52+00	START OF LOT 43 (SHELF)
86	52+50	END OF LOT 43 (SHELF)
87	53+00	START OF LOT 44 (SHELF)
88	53+50	END OF LOT 44 (SHELF)
89	54+00	START OF LOT 45 (SHELF)
90	54+50	END OF LOT 45 (SHELF)
91	55+00	START OF LOT 46 (SHELF)
92	55+50	END OF LOT 46 (SHELF)
93	56+00	START OF LOT 47 (SHELF)
94	56+50	END OF LOT 47 (SHELF)
95	57+00	START OF LOT 48 (SHELF)
96	57+50	END OF LOT 48 (SHELF)
97	58+00	START OF LOT 49 (SHELF)
98	58+50	END OF LOT 49 (SHELF)
99	59+00	START OF LOT 50 (SHELF)
100	59+50	END OF LOT 50 (SHELF)

- 1. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 2. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 3. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 4. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 5. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 6. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 7. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 8. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 9. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 10. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 11. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 12. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 13. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 14. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 15. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 16. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 17. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 18. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 19. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 20. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 21. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 22. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 23. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 24. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 25. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 26. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 27. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 28. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 29. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 30. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 31. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 32. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 33. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 34. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 35. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 36. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 37. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 38. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 39. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 40. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 41. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 42. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 43. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 44. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 45. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 46. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 47. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 48. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 49. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 50. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 51. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 52. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 53. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 54. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 55. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 56. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 57. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 58. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 59. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 60. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 61. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 62. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 63. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 64. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 65. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 66. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 67. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 68. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 69. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 70. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 71. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 72. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 73. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 74. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 75. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 76. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 77. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 78. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 79. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 80. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 81. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 82. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 83. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 84. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 85. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 86. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 87. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 88. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 89. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 90. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 91. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 92. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 93. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 94. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 95. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 96. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 97. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 98. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 99. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE
- 100. SHELF TO SHELF LINE SHOWN WITH 100% SLOPE

WASHING, DRESSING OR FOLDING WILL LEAD TO REFLECTION

Sheet 1 of 3

LINE	START	END	LENGTH
1	10+00	10+50	50.00
2	10+50	11+00	50.00
3	11+00	11+50	50.00
4	11+50	12+00	50.00
5	12+00	12+50	50.00
6	12+50	13+00	50.00
7	13+00	13+50	50.00
8	13+50	14+00	50.00
9	14+00	14+50	50.00
10	14+50	15+00	50.00
11	15+00	15+50	50.00
12	15+50	16+00	50.00
13	16+00	16+50	50.00
14	16+50	17+00	50.00
15	17+00	17+50	50.00
16	17+50	18+00	50.00
17	18+00	18+50	50.00
18	18+50	19+00	50.00
19	19+00	19+50	50.00
20	19+50	20+00	50.00
21	20+00	20+50	50.00
22	20+50	21+00	50.00
23	21+00	21+50	50.00
24	21+50	22+00	50.00
25	22+00	22+50	50.00
26	22+50	23+00	50.00
27	23+00	23	

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Office Use Only

Registered: 1.7.2015

Title System: TORRENS

Purpose: SUBDIVISION

DP1184498

PLAN OF
SUBDIVISION OF LOT 1196 DP1171491

LGA: PENRITH
Locality: PENRITH
Parish: CASTLEREAGH
County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

Survey Certificate

I, PETER WOOD (Authorised Officer) in
approving this plan certify that all necessary approvals in regard to the
location of the land shown herein have been given.

I, GRAHAM JOHN HALL

of CRAIG & RHODES PTY LTD

a surveyor registered under the Surveying and Spatial Information Act
2002, certify that:

"(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on 23 APRIL 2015

"(b) The part of the land shown in the plan (being "excluding")

was surveyed in accordance with the Surveying and Spatial
Information Regulation 2012, is accurate and the survey was
completed on 15/05/2015 the part not surveyed was compiled
in accordance with that regulation.

"(c) The land shown in the plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.

Signature Graham Hall Dated: 15/05/2015

Surveyor ID: 1181

Datum Line: "A" - "B"

Type: "Urban" "Rural"

The Terrain is "Level Undulating" "Steep Mountainous"

*Strike through if inapplicable.

*Specify the land actually surveyed or specify land shown in the plan that
is not the subject of the survey.

Subdivision Certificate SC15/0047

I, PETER WOOD
"Authorised Person" "General Manager" "Accredited Certifier", certify that
the provisions of s.108J of the Environmental Planning and
Assessment Act 1979 have been satisfied in relation to the proposed
subdivision, new road or reserve set out herein.

Signature: Peter Wood

Accreditation number: SC15/0047

Consent Authority: PENRITH CITY COUNCIL

Date of endorsement: 10/6/15

Subdivision Certificate number: SC15/0047

File number: SSD 5348

*Strike through inapplicable parts.

Statements of intention to dedicate public roads create public reserves
and drainage reserves, acquire/resume land.

Plans used in the preparation of survey/compilation

DP1159973
DP1171491
DP1171492
DP1171493
DP1184495
DP1184499

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

Surveyor's Reference:
72-10-3A

Old Map: 2015/10/12/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/1023/1024/1025/1026/1027/1028/1029/1030/1031/1032/1033/1034/1035/1036/1037/1038/1039/1040/1041/1042/1043/1044/1045/1046/1047/1048/1049/1050/1051/1052/1053/1054/1055/1056/1057/1058/1059/1060/1061/1062/1063/1064/1065/1066/1067/1068/1069/1070/1071/1072/1073/1074/1075/1076/1077/1078/1079/1080/1081/1082/1083/1084/1085/1086/1087/1088/1089/1090/1091/1092/1093/1094/1095/1096/1097/1098/1099/1100/1101/1102/1103/1104/1105/1106/1107/1108/1109/1110/1111/1112/1113/1114/1115/1116/1117/1118/1119/1120/1121/1122/1123/1124/1125/1126/1127/1128/1129/1130/1131/1132/1133/1134/1135/1136/1137/1138/1139/1140/1141/1142/1143/1144/1145/1146/1147/1148/1149/1150/1151/1152/1153/1154/1155/1156/1157/1158/1159/1160/1161/1162/1163/1164/1165/1166/1167/1168/1169/1170/1171/1172/1173/1174/1175/1176/1177/1178/1179/1180/1181/1182/1183/1184/1185/1186/1187/1188/1189/1190/1191/1192/1193/1194/1195/1196/1197/1198/1199/1200/1201/1202/1203/1204/1205/1206/1207/1208/1209/1210/1211/1212/1213/1214/1215/1216/1217/1218/1219/1220/1221/1222/1223/1224/1225/1226/1227/1228/1229/1230/1231/1232/1233/1234/1235/1236/1237/1238/1239/1240/1241/1242/1243/1244/1245/1246/1247/1248/1249/1250/1251/1252/1253/1254/1255/1256/1257/1258/1259/1260/1261/1262/1263/1264/1265/1266/1267/1268/1269/1270/1271/1272/1273/1274/1275/1276/1277/1278/1279/1280/1281/1282/1283/1284/1285/1286/1287/1288/1289/1290/1291/1292/1293/1294/1295/1296/1297/1298/1299/1300/1301/1302/1303/1304/1305/1306/1307/1308/1309/1310/1311/1312/1313/1314/1315/1316/1317/1318/1319/1320/1321/1322/1323/1324/1325/1326/1327/1328/1329/1330/1331/1332/1333/1334/1335/1336/1337/1338/1339/1340/1341/1342/1343/1344/1345/1346/1347/1348/1349/1350/1351/1352/1353/1354/1355/1356/1357/1358/1359/1360/1361/1362/1363/1364/1365/1366/1367/1368/1369/1370/1371/1372/1373/1374/1375/1376/1377/1378/1379/1380/1381/1382/1383/1384/1385/1386/1387/1388/1389/1390/1391/1392/1393/1394/1395/1396/1397/1398/1399/1400/1401/1402/1403/1404/1405/1406/1407/1408/1409/1410/1411/1412/1413/1414/1415/1416/1417/1418/1419/1420/1421/1422/1423/1424/1425/1426/1427/1428/1429/1430/1431/1432/1433/1434/1435/1436/1437/1438/1439/1440/1441/1442/1443/1444/1445/1446/1447/1448/1449/1450/1451/1452/1453/1454/1455/1456/1457/1458/1459/1460/1461/1462/1463/1464/1465/1466/1467/1468/1469/1470/1471/1472/1473/1474/1475/1476/1477/1478/1479/1480/1481/1482/1483/1484/1485/1486/1487/1488/1489/1490/1491/1492/1493/1494/1495/1496/1497/1498/1499/1500/1501/1502/1503/1504/1505/1506/1507/1508/1509/1510/1511/1512/1513/1514/1515/1516/1517/1518/1519/1520/1521/1522/1523/1524/1525/1526/1527/1528/1529/1530/1531/1532/1533/1534/1535/1536/1537/1538/1539/1540/1541/1542/1543/1544/1545/1546/1547/1548/1549/1550/1551/1552/1553/1554/1555/1556/1557/1558/1559/1560/1561/1562/1563/1564/1565/1566/1567/1568/1569/1570/1571/1572/1573/1574/1575/1576/1577/1578/1579/1580/1581/1582/1583/1584/1585/1586/1587/1588/1589/1590/1591/1592/1593/1594/1595/1596/1597/1598/1599/1600/1601/1602/1603/1604/1605/1606/1607/1608/1609/1610/1611/1612/1613/1614/1615/1616/1617/1618/1619/1620/1621/1622/1623/1624/1625/1626/1627/1628/1629/1630/1631/1632/1633/1634/1635/1636/1637/1638/1639/1640/1641/1642/1643/1644/1645/1646/1647/1648/1649/1650/1651/1652/1653/1654/1655/1656/1657/1658/1659/1660/1661/1662/1663/1664/1665/1666/1667/1668/1669/1670/1671/1672/1673/1674/1675/1676/1677/1678/1679/1680/1681/1682/1683/1684/1685/1686/1687/1688/1689/1690/1691/1692/1693/1694/1695/1696/1697/1698/1699/1700/1701/1702/1703/1704/1705/1706/1707/1708/1709/1710/1711/1712/1713/1714/1715/1716/1717/1718/1719/1720/1721/1722/1723/1724/1725/1726/1727/1728/1729/1730/1731/1732/1733/1734/1735/1736/1737/1738/1739/1740/1741/1742/1743/1744/1745/1746/1747/1748/1749/1750/1751/1752/1753/1754/1755/1756/1757/1758/1759/1760/1761/1762/1763/1764/1765/1766/1767/1768/1769/1770/1771/1772/1773/1774/1775/1776/1777/1778/1779/1780/1781/1782/1783/1784/1785/1786/1787/1788/1789/1790/1791/1792/1793/1794/1795/1796/1797/1798/1799/1800/1801/1802/1803/1804/1805/1806/1807/1808/1809/1810/1811/1812/1813/1814/1815/1816/1817/1818/1819/1820/1821/1822/1823/1824/1825/1826/1827/1828/1829/1830/1831/1832/1833/1834/1835/1836/1837/1838/1839/1840/1841/1842/1843/1844/1845/1846/1847/1848/1849/1850/1851/1852/1853/1854/1855/1856/1857/1858/1859/1860/1861/1862/1863/1864/1865/1866/1867/1868/1869/1870/1871/1872/1873/1874/1875/1876/1877/1878/1879/1880/1881/1882/1883/1884/1885/1886/1887/1888/1889/1890/1891/1892/1893/1894/1895/1896/1897/1898/1899/1900/1901/1902/1903/1904/1905/1906/1907/1908/1909/1910/1911/1912/1913/1914/1915/1916/1917/1918/1919/1920/1921/1922/1923/1924/1925/1926/1927/1928/1929/1930/1931/1932/1933/1934/1935/1936/1937/1938/1939/1940/1941/1942/1943/1944/1945/1946/1947/1948/1949/1950/1951/1952/1953/1954/1955/1956/1957/1958/1959/1960/1961/1962/1963/1964/1965/1966/1967/1968/1969/1970/1971/1972/1973/1974/1975/1976/1977/1978/1979/1980/1981/1982/1983/1984/1985/1986/1987/1988/1989/1990/1991/1992/1993/1994/1995/1996/1997/1998/1999/2000/2001/2002/2003/2004/2005/2006/2007/2008/2009/2010/2011/2012/2013/2014/2015/2016/2017/2018/2019/2020/2021/2022/2023/2024/2025/2026/2027/2028/2029/2030/2031/2032/2033/2034/2035/2036/2037/2038/2039/2040/2041/2042/2043/2044/2045/2046/2047/2048/2049/2050/2051/2052/2053/2054/2055/2056/2057/2058/2059/2060/2061/2062/2063/2064/2065/2066/2067/2068/2069/2070/2071/2072/2073/2074/2075/2076/2077/2078/2079/2080/2081/2082/2083/2084/2085/2086/2087/2088/2089/2090/2091/2092/2093/2094/2095/2096/2097/2098/2099/2100/2101/2102/2103/2104/2105/2106/2107/2108/2109/2110/2111/2112/2113/2114/2115/2116/2117/2118/2119/2120/2121/2122/2123/2124/2125/2126/2127/2128/2129/2130/2131/2132/2133/2134/2135/2136/2137/2138/2139/2140/2141/2142/2143/2144/2145/2146/2147/2148/2149/2150/2151/2152/2153/2154/2155/2156/2157/2158/2159/2160/2161/2162/2163/2164/2165/2166/2167/2168/21

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1198

DP1171491 covered by Council's

Subdivision Certificate No. CC 046/15 10/10/15

Full Name and address of Proprietor of Land:	Landcom Level 14 60 Station Street PARRAMATTA NSW 2150
--	---

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Right of Carriage Way 6 Wide	3007 3009	3008, Penrith City Council
2.	Easement for Underground Cables 1 Wide, 4 Wide and Variable Width	3001	Endeavour Energy

Part 1A (Release)

	Identity of Easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement for Electricity Purposes 9 Wide & Variable Width (vide DP1171491)	1196/1171491 1192/1171491 being Part of Lord Sheffield Circuit as dedicated in DP1171493	10/1159973
2.	Right of Carriageway 21.6 Wide and Variable (vide DP1184495)	1196/1171491	Endeavour Energy

APPROVED BY PENRITH CITY COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 2 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196
DP1171491 covered by Council's
Subdivision Certificate No. CC04415 *under*

Part 2

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 1 in the plan.**

A Right of Carriage Way as set out in Schedule 8 Part 1 of the Conveyancing
Act 1919.

The Authority having the power to release, vary or modify the terms of the
easement numbered 1 in the abovementioned plan is Penrith City Council.

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 2 in the plan.**

An Easement for Underground Cables having terms as detailed in
Memorandum No. 9262885 registered with Land & Property Information
NSW, subject to changing Integral Energy Australia to Endeavour Energy in
Clause 5.1.

Name of Authority empowered to release vary or modify the easement
numbered 2 in the plan is Endeavour Energy.

APPROVED BY PENRITH CITY COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 3 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196

DP1171491 covered by Council's

Subdivision Certificate No. CC046/15 w/6/15

Part 2 (cont)

SIGNED by: ELIZABETH SAIRD

as Delegate of **LANDCOM** who hereby declares
that he/she has no notice of the revocation of such
delegation in the presence of:


Landcom
by its Delegate


Signature of WITNESS

ANDREW MAKIN
Name of Witness (BLOCK LETTERS)

5/4 ORANGE GROVE,
CASTLE HILL NSW 2154
Address of Witness

12 JUNE 2015
Date of execution

APPROVED BY PENRITH CITY COUNCIL


Authorised Officer

Lengths are in Metres

Sheet 4 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196

DP1171491 covered by Council's

Subdivision Certificate No. CC 046/15 10/6/15

Part 2 (cont)

Signed on behalf of
Endeavour Energy
ABN 59 253 130 878
by its Attorney pursuant to
Power of Attorney Book 4677 No. 686
in the presence of :



Signature of WITNESS

Simon Lawton

Name of Witness (BLOCK LETTERS)

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148



Signature of Attorney

Helen Smith

Name of Attorney

Manager Property & Fleet
Position

Date of Execution: 27 MAY 2015

Reference: UCS0432

APPROVED BY PENRITH CITY COUNCIL

Authorised Officer

DP1184498

Plan of Subdivision of Lot 1196
DP1171491 covered by Council's
Subdivision Certificate No. cc 046/15 10/4/15

Part 2 (cont)

SIGNED for and behalf of
COMMONWEALTH OF AUSTRALIA
By a delegate of the Minister for Defence


Signature of Witness

GLEN JORGENSEN
Name of Witness (BLOCK LETTERS)

26 Brindabella Circuit
Canberra Airport ACT 2609
Address of Witness

Bruce Bennett
Signature of Authorised Person

BRUCE W. BENNETT
Name of Authorised Person (BLOCK LETTERS)

Director
Property Leasing
Position Number 586530

Office Held

REGISTERED  1.7.2015

APPROVED BY PENRITH CITY COUNCIL

Authorised Officer

Form: 13RPA
Release: 3-1

**RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHORITY**

New South Wales

Section 88E(3) Conveyancing Act 1919



AK808985T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	3007/1184498		
(B) LODGED BY	Document Collection Box 285D	Name, Address or DX, Telephone, and Customer Account Number if any M J ARMSTRONG & CO. I.L.P: 127955Y Reference: <i>KEMP/294957</i>	CODE RV
(C) REGISTERED PROPRIETOR	Of the above land THORNTON NORTH PENRITH PTY LIMITED (ACN 600 628 644)		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this restriction Nature of Interest: Mortgage Number of Instrument: A7938347 Name: National Australia Bank Limited		
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 PENRITH CITY COUNCIL (ABN 43 794 422 563)		

- (F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE *2 September 2016*

- (G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *[Signature]*
Name of witness: *Caroline [unclear]*
Address of witness: *cf. was they or [unclear]*

Signature of authorised officer: *[Signature]*
Name of authorised officer: *Gavin Cherry*
Position of authorised officer: *Development Assessment Coordinator*

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: *Thornton North Penrith Pty Ltd*
Authority: *Section 127 Conveyancing Act*

Signature of authorised person: *[Signature]*
Name of authorised person: *MARK HOVA*
Office held: *DIRECTOR*

Signature of authorised person: *[Signature]*
Name of authorised person: *TIM CASEY*
Office held: *DIRECTOR*

- (H) The mortgage under mortgage No. A7938347 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:
Name of witness:
Address of witness:

Signature of mortgagee: *See Page 4 of 4.*

This is Annexure "A" to Restriction on the Use of land by a prescribed Authority (Form 13RPA) dated affecting folio identifier 3007/1184498

Terms of the restriction


- (a) The Proprietor of the Burdened Lot shall not:
- i. erect, construct or place any building or other structure,
 - ii. make alterations to the ground surface levels, grades, pipes, pits, kerbs, tanks, gutters or any other structure associated with the Stormwater Management System,
- without the prior written consent of Council.
- (b) In this restriction the following meanings are given:
- Burdened Lot** means lot 3007 in Deposited Plan 1184498;
- Council** means Penrith City Council;
- Proprietor** means the registered proprietor of the Burdened Lot from time to time;
- Stormwater Management System** means the stormwater management system, on-site detention system and water sensitive urban design system constructed or to be constructed on the Burdened Lot;
- (c) Name of person(s) empowered to release, vary, or modify this positive covenant: - Penrith City Council.


49
Mutter

Certified correct for the purposes of the Real Property Act, 1900.

Executed by the Proprietor of the Land


EXECUTED as a deed by
THORNTON NORTH PENRITH PTY LTD
ACN 600 628 644 in accordance with
Section 127(1) of the Corporations Act
2001 (Cth)

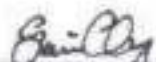

Director/Secretary
Print Name: MARK HONEY


Director
Print Name: TIM CASEY

Executed by the prescribed authority

EXECUTED for and on behalf of
PENRITH CITY COUNCIL by its
Authorised Signatory in the presence of:


Witness:
Full Name: *Caroline Martin*
Address: *44-601 Main St Penrith*


Authorised Signatory:
Full Name: *Gawn Cherry*
Position of Authorised Signatory: *Development Assessment Coordinator*

Note: The above execution has been signed
by Penrith City Council's authorised
delegate pursuant to s.377 of the
Local Government Act, 1993.



National Australia Bank Limited
ABN 12 004 044 937

Consent to Restriction on the Use of Land by a
Prescribed Authority

Annexure to Restriction on the Use of Land by a Prescribed Authority

THIS IS AN ANNEXURE TO RESTRICTION ON THE USE OF LAND BY A PRESCRIBED
AUTHORITY WITH THORNTON NORTH PENRITH PTY LTD AS REGISTERED PROPRIETOR AND
PENRITH CITY COUNCIL AS PRESCRIBED AUTHORITY

DATED

Torrens Title: 3007/1184498

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage
Registered No. AJ938347 hereby consents to the within Restriction on the Use of Land by a
Prescribed Authority but without prejudice to and reserving all its rights powers and remedies under
its Security.

DATED at SMITHS CREEK this 2nd day of SEPTEMBER 2016

SIGNED SEALED AND DELIVERED)
for and on behalf of NATIONAL)
AUSTRALIA BANK LIMITED)
ABN 12 004 044 937 by its Attorney)
who holds the position of)
Level 2 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of:)

Witness Signature ANTHONY NGUYEN
ANALYST
Corporate Property NSW

Print Name

Attorney Signature RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW

Print Name

(H) CONSENT OF THE MORTGAGE

The Mortgagee under Mortgage No. AJ838347 agrees to be bound by this Positive Covenant.
I certify that the above mortgagee who is personally known to me or as to whose identity I am
otherwise satisfied signed this application in my presence.

EXECUTED by

as attorney for NATIONAL AUSTRALIA
BANK LIMITED under power of attorney
registered
Book
No.
in the presence of:

By executing this deed the attorney states
that the attorney has received no notice of
revocation of the power of attorney

Signature of Witness

Name of Witness

Address of Witness



Form: 13PC
Release: 3-1

POSITIVE COVENANT
New South Wales



AK808986R

Section 88E(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to collect, store and use personal information for the purposes of the RP Act. This form is for the establishment and maintenance of the Real Property Act Register. Section 98B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	3007/1184498		
(B) LODGED BY	Document Collection Box 285D	Name, Address or DX, Telephone, and Customer Account Number if any M J ARMSTRONG & CO. LLP 127965Y Reference: KEMP/244957	CODE PC
(C) REGISTERED PROPRIETOR	Of the above land THORNTON NORTH PENRITH PTY LIMITED (ACN 600 628 644)		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Name of Interest	Number of Instrument	Name
	Mortgage	AJ938347	National Australia Bank Limited
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 PENRITH CITY COUNCIL (ABN 43 794 422 563)		

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE **2 September 2016**

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *[Signature]*
Name of witness: *Christina Martin*
Address of witness: *11-121 New St PENRITH*

Signature of authorised officer: *[Signature]*
Name of authorised officer: *Gavin Cherry*
Position of authorised officer: *Development Assessment Coordinator*

(H) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: *THORNTON NORTH PENRITH PTY LTD*
Authority: *Section 127 of Conveyancing Act*

Signature of authorised person: *[Signature]*
Name of authorised person: *MARK HOVEY*
Office held: *DIRECTOR*

Signature of authorised person: *[Signature]*
Name of authorised person: *TIM CARR*
Office held: *DIRECTOR*

(I) **Consent of the mortgagee**

The mortgagee under mortgage
I certify that the above mortgagee
signed this application in my presence.

No. AJ938347, agrees to be bound by this positive covenant,
who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness:
Name of witness:
Address of witness:

Signature of mortgagee: *See page 4 of 4.*

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.
ALL HANDWRITING MUST BE IN BLOCK CAPITALS

45a 26/9/16

This is Annexure "A" to Positive covenant (Form 13PC) dated
affecting folio identifier 3007/1184498

Terms of positive covenant

1. Terms of positive covenant for stormwater detention system

- (a) The Proprietor of the Burdened Lot from time to time shall do all things necessary to maintain, repair and replace the grates, pipes, pits, kerbs, tanks, gutters or any other structures of and incidental to the Stormwater Management System within the Land so burdened to the satisfaction of Council and in this regard must also comply with any reasonable written request of the Council within such time period nominated.
- (b) Where the Proprietor of the Burdened Lots fails to comply with any written request of Council referred to in 1(a) above the Proprietor shall meet any reasonable cost incurred by Council in completing the work requested.
- (c) Full and free right for Council and every person authorised by it to enter upon the Burdened Lot in order to inspect, maintain, cleanse, replace, repair any grates, pipes, pits, kerbs, tanks, gutters or any other structure or silt surface levels to ensure the Stormwater Management System within the Land functions in accordance with the approved Construction Certificate.
- (d) In this positive covenant the following meanings are given:

Burdened Lot means lot 3007 in Deposited Plan 1184498;

Construction Certificate means the construction certificate Council reference CC-18064 and CC-18065 and the development consent Council reference DA14-1181 and DA14-1182;

Council means Penrith City Council;

Land means lot 3007 in Deposited Plan 1184498;

Proprietor means the registered proprietor of the Burdened Lot from time to time;

Stormwater Management System means the stormwater management system, on-site detention system and water sensitive urban design system constructed or to be constructed on the Burdened Lot.

- (e) Name of person(s) empowered to release, vary, or modify this positive covenant: - Penrith City Council.



Certified correct for the purposes of the Real Property Act, 1900.

Executed by the Proprietor of the Land

EXECUTED as a deed by
THORNTON NORTH PENRITH PTY LTD
ACN 800 528 644 in accordance with
Section 127(1) of the Corporations Act
2001 (Cth)

Director/Secretary

Print Name:

MARK HOWAY

Director

Print Name:

TIM CARRY

Executed by the prescribed authority

EXECUTED for and on behalf of
PENRITH CITY COUNCIL by its
Authorised Signatory in the presence of:

Witness:

Full Name: CHRISTINE MASON

Address: 46 GOR HUGH ST
PENRITH

Authorised Signatory

Full Name: Gavin Cherry

Position of Authorised Signatory: Development Assessment
Coordinator

Note: The above execution has been signed by
Penrith City Council's authorised delegate
pursuant to s.377 of the Local
Government Act, 1993.



National Australia Bank Limited
ABN 12 004 044 937

Consent to Positive Covenant

Annexure to Positive Covenant

THIS IS AN ANNEXURE TO POSITIVE COVENANT WITH THORNTON NORTH PENRITH PTY LTD
AS REGISTERED PROPRIETOR AND PENRITH CITY COUNCIL AS PRESCRIBED AUTHORITY

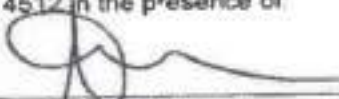
DATED

Torrens Title: 300771184498

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage
Registered No. AJ938347 hereby consents to the within Positive Covenant but without prejudice to
and reserving all its rights powers and remedies under its Security.

DATED at STRONG OFFICE this 2nd day of SEPTEMBER 2018

SIGNED SEALED AND DELIVERED)
for and on behalf of NATIONAL)
AUSTRALIA BANK LIMITED)
ABN 12 004 044 937 by its Attorney)
who holds the position of)
Level 2 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of)


Witness Signature ANTHONY NGUYEN
ANALYST
Corporate Property NSW

Print Name


Attorney Signature
RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW

Print Name

(H) CONSENT OF THE MORTGAGE

The Mortgagee under Mortgage No. AJ838347 agrees to be bound by this Positive Covenant.
I certify that the above mortgagee who is personally known to me or as to whose identity I am
otherwise satisfied signed this application in my presence.

EXECUTED by

as attorney for **NATIONAL AUSTRALIA
BANK LIMITED** under power of attorney
registered
Book
No.
in the presence of:

By executing this deed the attorney states
that the attorney has received no notice of
revocation of the power of attorney

Signature of Witness

Name of Witness

Address of Witness

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<p>Office Use Only</p> <p>Registered:  25.10.2016</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p>	<p>Office Use Only</p> <p>DP1225486</p>	
<p>PLAN OF EASEMENTS WITHIN LOTS 3006 & 3007 DP 1184498</p>	<p>LGA: PENRITH</p> <p>Locality: PENRITH</p> <p>Parish: CASTLEREAGH</p> <p>County: CUMBERLAND</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: _____</p> <p>Date: _____</p> <p>File Number: _____</p> <p>Office: _____</p>	<p>Survey Certificate</p> <p>I, <u>MITCHELL, KEITH AYRES</u> of Under Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2015 a surveyor registered under the Surveying and Spatial Information Act 2002, certify that</p> <p>"(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on: <u>1.09.2016</u></p> <p>"(b) The part of the land shown in the plan (being "_____") was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on: _____ the part not surveyed was compiled in accordance with that Regulation.</p> <p>"(c) This land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature: <u>MA</u> Date: <u>13/9/2016</u></p> <p>Surveyor ID: <u>8674</u></p> <p>Datum Line: <u>'X'-'Y'</u></p> <p>Type: 'Urban'/'Rural'</p> <p>The terrain is 'Level-Unculating' / 'Steep-Mountainous'</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land exactly surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p>Subdivision Certificate</p> <p>I, _____ "Authorised Person"/"General Manager"/"accredited Certifier" certify that the provisions of s.106J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: _____</p> <p>Accreditation number: _____</p> <p>Consent/Authority: _____</p> <p>Date of Endorsement: _____</p> <p>Subdivision Certificate no: _____</p> <p>File number: _____</p> <p>*Strike through if inapplicable</p>	<p>Plans used in the preparation of survey/compilation</p> <p>DP 1184498</p> <p>If space is insufficient continue on PLAN FORM 6A</p>	
<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/assume land.</p>		<p>SURVEYORS REFERENCE: 140923 DP</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

of Plan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  25.10.2016

PLAN OF EASEMENTS WITHIN
LOTS 3006 & 3007 DP 1184498

DP1225486

Subdivision Certificate No:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 1950 Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SEC. 88B OF THE CONVEYANCING
ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR LIGHT AND AIR 6 WIDE (LIMITED IN STRATUM)
2. EASEMENT FOR ELECTRICITY CABLES VARIABLE
WIDTH (LIMITED IN STRATUM)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140923 DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  25.10.2016

PLAN OF EASEMENTS WITHIN
LOTS 3006 & 3007 DP 1184498

DP1225486

Subdivision Certificate No.:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed For and on behalf of Thornton North Parrish Pty Ltd ACN 629 644
In Accordance with section 127 of the Corporations Act 2001

Director / Secretary
Print Name Deborah Landes

Director
Print Name Timothy Casey

Executed For and on behalf of Thornton North Parrish No.3 Pty Ltd
ACN 629 023 156 in Accordance with section 127 of the Corporations Act 2001

Director / Secretary
Print Name Deborah Landes

Director
Print Name Timothy Casey

Executed by Intramix Pty (Thornton Stage 3A) Pty Ltd ACN 612 135 001
in Accordance with section 127 of the Corporations Act 2001.

Director / Secretary
Print Name DAVID JASON WILLIAMS

Director
Print Name Heath Howard Williams

Mortgages under Mortgage No. AJ938347

Signed at Sydney this 23 day of
September 2016 for National
Australia Bank Limited ABN 13-009044 937
by Mark Pearce
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Level Attorney

Witness/Bank Officer, Public Officer
Level 22, 255 George Street Sydney

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140923 DP

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B Conveyancing Act, 1919

(Sheet 1 of 5 sheets)

Plan:

DP1225486

Plan of Easement within
 Lot 3006 and 3007 DP 1184498

Full name and address of proprietors of the land	THORNTON NORTH PENRITH PTY LTD ACN 600 628 644 Level 3, 8 Windmill Street, Walsh Bay Sydney NSW 2000 And THORNTON NORTH PENRITH NO. 3 PTY LTD ACN 629 023 154 Level 3, 8 Windmill Street, Walsh Bay Sydney NSW 2000
--	--

PART 1 - CREATION

Number of items shown in the Intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Servient Tenement	Dominant Tenement
1.	Easement for light and air 6 wide (LIMITED IN STRUTUM)	Lot 3006 Deposited Plan 1184498	Lot 3007 Deposited Plan 1184498
2.	Easement for electricity cables variable width (limited in strutum)	Lot 3007 Deposited Plan 1184498	Lot 3006 Deposited Plan 1184498

PART 2 - TERMS

1. Terms of easement for light and air 6 wide numbered 1 in the plan

- (a) Full and free right for the owner of the Dominant Tenement to unimpeded access of light and air for windows, lights and apertures of the building erected on the Dominant Tenement, through and across the Restricted Area within the Servient Tenement, without any obstruction or interruption caused by or consequential to the erection or existence of any building, structure or other thing whatsoever present or erected within the Restricted Area except for trees, shrubs or vegetation provided that such trees, shrubs and vegetation are at all times kept tidy, trimmed or pruned for excessive growth to maintain them at a reasonable size and shape.

- (b) In this easement the following meanings are given:

Restricted Area means the area, limited in ^{STRUTUM} depth to the ground level of the Restricted Area as exists from time to time, shown marked (A) in the Plan.

DP1225486

2. Terms of easement for electricity cables numbered 2 in the plan

- (a) The owner Dominant Tenement and all Persons that it authorises may:
- i. construct, place, alter, extend, repair, inspect, renew, replace, maintain, remove, and use, on, to and from the Easement Area, any electricity cables for conveying electricity or signals (or both) to the design required by the owner of the Dominant Tenement and all persons authorised by it and in the "as built" location within the Easement Area; and
 - ii. convey, or permit the conveyance of, electricity or Signals (or both) through the cables.
- (b) For the purpose of exercising its rights under this easement for cables the owner of the Dominant Tenement and all persons that it authorises may:
- i. enter the Land at any time, with or without vehicles, plant and equipment, for any purposes within the terms of the easement;
 - ii. do anything reasonably necessary to obtain access to the easement area; and
 - iii. do anything reasonably necessary for the exercise of the easement rights,
- providing in exercising its rights it must:
- iv. cause as little damage as practicable to the Land and any structures on the Land;
 - v. repair any damage it causes to the Land and any structures on the Land; and
 - vi. not unreasonably interfere with or hinder any existing structure (such as a basement or building) on, above or below the Land or the Easement Area;
 - vii. prevent the use of any area surrounding the Easement Area.
- (c) The owner of the Servient Tenement acknowledges and covenants that:
- i. ownership of all cables remains with the Person installing them;
 - ii. it will not do anything that interferes with, damages, or destroys the electricity cables; or
 - iii. following the installation of cables it will not alter or permit to be altered the ~~existing ground~~ level within the easement area without the prior consent of the Person installing them, and which consent must not be unreasonably withheld.
- (d) Nothing in this easement for cables prevents or prohibits:
- i. the existence of structures on the Easement Area as at the date of this Instrument; or

DP1225486

- ii. the owner of the Servient tenement or those authorised by it from erecting any structure above, below or around the easement area.

(e) In this easement for electricity cables, the following meanings are given:

Easement Area means that part of the land shown shown marked B in the Plan:
~~LIMITED IN EXTENT SHOWN MARKED (B) IN THE PLAN~~

Land means the land over which this easement is granted (being the land burdened by this easement).

Person includes a body corporate.

Signals includes data or signals of any kind.


DP1225486

EXECUTION


Dated the day of September 2016

Certified correct for the purposes of the Real Property Act, 1900.

EXECUTED by
THORNTON NORTH PENRITH PTY LTD }
ACN 600 628 644 }
in accordance with Section 127(1) of the
Corporations Act 2001 (Cth)



Director/Secretary
Print Name: Deborah Landes



Director
Print Name: Timothy Casey

EXECUTED by
THORNTON NORTH PENRITH NO. 3 }
PTY LTD ACN 629 023 154 }
in accordance with Section 127(1) of the
Corporations Act 2001 (Cth)



Director/Secretary
Print Name: Deborah Landes



Director
Print Name: Timothy Casey

DP1225486

Executed by Mortgagee

EXECUTED by
INTRASIA OXLEY (THORNTON STAGE
3A) PTY LTD ACN 612 135 001 pursuant to
section 127 of the Corporations Act 2001
(Cth):

Director/Secretary
Full Name:

DAVID JASON WILLIAMS

Director

Full Name: Braith Howard Williams

EXECUTED for and on behalf of
NATIONAL AUSTRALIA BANK LIMITED
ABN 12 044 044 937 by Adam Pearce
pursuant to power of attorney dated
and registered
book 29 number 4512

Witness:
Full Name:
Address:

Dated 23 September 2016

DEBBIE BOOKER

Senior Associate

NAB Corporate Property NSW

Level 24 255 George Street
Sydney

Attorney

Full Name: Adam Pearce

Mortgagee under Mortgage No.

Signed at Sydney this 23 day of
September 2016 for National

Australia Bank Limited ABN 12 044 044 937

by Adam Pearce

its duly appointed Attorney under Power of
Attorney No. 38 Book 4512

Level

Attorney

Witness/Bank Officer

25.10.2016

REGISTERED

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Office Use Only</p> <p>Registered:  29.3.2018</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p>		<p>Office Use Only</p> <p>DP1239716</p>	
<p>PLAN OF EASEMENTS WITHIN LOT 3013 IN DP 1184498</p>		<p>LGA: PENRITH</p> <p>Locality: PENRITH</p> <p>Parish: CASTLEREAGH</p> <p>County: CUMBERLAND</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: _____</p> <p>Date: _____</p> <p>File Number: _____</p> <p>Office: _____</p>		<p>Survey Certificate</p> <p>I, <u>MITCHELL KEITH AYRES</u> of Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Sunny Hills NSW 2100 a surveyor registered under the Surveying and Spatial Information Act 2002, certify that</p> <p>"(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on: <u>14.02.2017</u></p> <p>"(b) The part of the land shown in the plan being excluded was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on: _____ the part not surveyed was completed in accordance with that Regulation</p> <p>"(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012</p> <p>Signature: <u>MAy</u> Date: <u>16.02.2017</u></p> <p>Surveyor ID: <u>BS74</u></p> <p>Datum Line: <u>"X" - "Y"</u></p> <p>Type: "Urban" Rural</p> <p>The terrain is "Level/Undulating" / "Steep/Mountainous"</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey</p>	
<p>Subdivision Certificate</p> <p>"Authorised Person/General Manager" accredited Certifier, certify that the provisions of s.108(1) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein</p> <p>Signature: _____</p> <p>Accreditation number: _____</p> <p>Consent/Authority: _____</p> <p>Date of Endorsement: _____</p> <p>Subdivision Certificate no: _____</p> <p>File number: _____</p> <p>*Strike through if inapplicable</p>		<p>Plans used in the preparation of survey/compilation</p> <p>DP 1184405</p> <p>DP 1184498</p> <p>If space is insufficient continue on PLAN FORM 6A</p>	
<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  29.3.2018 PLAN OF EASEMENTS WITHIN LOT 3013 IN DP 1184498	Office Use Only <div style="text-align: center; font-size: 24pt; font-weight: bold;">DP1239716</div>
Subdivision Certificate No: _____ Date of Endorsement: _____	Office Use Only This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (A)
2. RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (B)
3. EASEMENT FOR UNDERGROUND CABLES 1 WIDE AND VARIABLE (C)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 170205 EASE(LOT3013)

PLAN FORM 6A (2012)

WARNING: Crossing or loading will lead to rejection

aPlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



29.3.2018

PLAN OF EASEMENTS WITHIN
LOT 3013 IN DP 1184498

DP1239716

Subdivision Certificate No:

Date of Endorsement:

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 80(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals - see 185D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

The Common Seal of The Council of the
City of Parrish was hereunto affixed this
day of 20 in pursuance
of a resolution of Council passed on the
day of 20

Mayor
JOHN TRAIN

General Manager
ALAN STONEHAM

3/11/17

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 170205 EASE(LOT3013)

Instrument setting out terms of Easements or Profits à Prendre Intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B Conveyancing Act, 1919

(Sheet 1 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
 Lot 3013 DP 1184498

Full name and address of proprietors of the land	PENRITH CITY COUNCIL ABN 43 794 422 583, 601 High St, Penrith NSW 2750
--	--

PART 1 - CREATION

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefitted lots, roads, bodies or prescribed Authorities
1.	Easement for padmount substation 2.75 wide (A)	3013/1184498	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
2.	Restriction on use of land variable width (B)	3013/1184498	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
3.	Easement for underground cables 1 wide and variable (C)	3013/1184498	3013/1184498 common property and Common Property/SP94606

PART 2 - TERMS

1. Terms of easement for padmount substation 2.75 wide (A) in the plan

1. Definitions

- a. **easement site** means that part of the lot burdened that is affected by this easement.
- b. **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- c. **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- d. **install** includes construct, repair, replace, maintain, modify, use, and remove.
- e. **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

Colly

(Sheet 2 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

- f. services includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
 - g. structure includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.
2. Epsilon Distribution Ministerial Holding Corporation may:
 - a. install electrical equipment within the easement site,
 - b. excavate the easement site to install the electrical equipment,
 - c. use the electrical equipment for the transmission of electricity,
 - d. enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
 - e. trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
 - f. remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
3. In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
4. The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:
 - a. install or permit to be installed any services or structure within the easement site, or
 - b. alter the surface level of the easement site, or
 - c. do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation.
5. Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
6. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
 - a. Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution

ALB

(Sheet 3 of 7 sheets)

Plan: DP1239716

Plan of Easements within
Lot 3013 DP 1184498

system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

- b. The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

7. **Name of person empowered to release, vary or modify easement (A) in the plan:**
Epsilon Distribution Ministerial Holding Corporation

2. **Terms of restriction on use of land variable width (B) in the plan**

1. Definitions

- a. 120/120/120 fire rating and 60/60/60 fire rating means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- b. building means a substantial structure with a roof and walls and includes any projections from the external walls.
- c. erect includes construct, install, build and maintain.
- d. restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2. No building shall be erected or permitted to remain within the restriction site unless:

- a. the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- b. the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- c. the owner provides the authority benefited with an engineer's certificate to this effect.

3. The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

4. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

- a. Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any

(Sheet 4 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

- b. The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of person empowered to release, vary or modify restriction (B) in the plan
Epsilon Distribution Ministerial Holding Corporation

3. Terms of easement for underground cables 1 wide and variable (C) in the plan

1. The Benefitted Owner and all Persons that it authorises may:

a. construct, place, alter, extend, repair, inspect, renew, replace, maintain, remove, and use, on, to and from the Easement Area, any electricity cables for conveying electricity or signals (or both) to the design required by the owner of the Dominant Tenement and all persons authorised by it and in the "as built" location within the Easement Area; and

b. convey, or permit the conveyance of, electricity or Signals (or both) through the cables.

2. For the purpose of exercising its rights under this easement for cables the Benefitted Owner and all Persons that it authorises may:

a. enter the Land at any time, with or without vehicles, plant and equipment, for any purposes within the terms of the easement;

c. do anything reasonably necessary to obtain access to the easement area; and

d. do anything reasonably necessary for the exercise of the easement rights, providing in exercising its rights it must:

e. cause as little damage as practicable to the Land and any structures on the Land;

f. repair any damage it causes to the Land and any structures on the Land; and

g. not prevent the use of any area surrounding the Easement Area.

3. The Owner acknowledges and covenants that:

a. ownership of all cables remains with the Person installing them;

b. it will not do anything that interferes with, damages, or destroys the electricity cables; or

(Sheet 5 of 7 sheets)

Plan: DP1239716

Plan of Easements within
Lot 3013 DP 1184498

-
- c. following the installation of cables it will not alter or permit to be altered the level within the easement area without the prior consent of the Person installing them, and which consent must not be unreasonably withheld.
4. Nothing in this easement for cables prevents or prohibits the existence of structures on the Easement Area as at the date of this instrument.
5. In this easement for electricity cables, the following meanings are given:
- a. **Benefitted Owner** means the registered proprietor of the lot benefitted and its successors (including those claiming under or through the registered proprietor).
 - b. **Easement Area** means that part of the land limited in stratum as shown marked (c) in the Plan.
 - c. **Land** means the land over which this easement is granted (being the land burdened by this easement).
 - d. **Owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
 - e. **Person** includes a body corporate.
 - f. **Signals** includes data or signals of any kind.

BCY

(Sheet 6 of 7 sheets)

Plan: DP1239716

Plan of Easements within
Lot 3013 DP 1184498

EXECUTION

Dated the _____ day of _____ 2017

Certified correct for the purposes of the Real Property Act, 1900.

I certify that the attorney signed this
instrument in my presence.

Signed by the attorney named below who signed
this instrument pursuant to the power of attorney
specified for Endeavour Energy Network Asset
Partnership (ABN 30 586 412 717) on behalf of
Epsilon Distribution Ministerial Holding
Corporation (ABN 59 253 130 878) pursuant to
section 36 of the Electricity Network Assets
(Authorised Transactions) Act 2015 (NSW).

Signature of witness:



Name of witness:

SIMON LAWTON

Address of witness:

cf- Endeavour Energy
61 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney: Book 4727 No 524

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

UML6908

Date of signature:

4 October 2017



(Sheet 7 of 7 sheets)

Plan: DP1239716

Plan of Easements within
Lot 3013 DP 1184498

EXECUTED by an authorised officer on
behalf of PENRITH CITY COUNCIL
before this witness who is personally
known to me or as to whose identity I am
otherwise satisfied has signed this
instrument in my presence and who
confirms he/she is an eligible witness
(see note below)

Christine Martin
Signature of witness

CHRISTINE MARTIN
Print Name:

61-601 High St Penrith
Address of witness

Executed on behalf of
Penrith City Council by its
authorised delegate pursuant to s.377
s.377 Local government Act 1993

Gavin Cherry
Signature of authorised officer

Gavin Cherry
Name of authorised officer

Development Assessment Coordinator
Position of authorised officer

** S117 of the Real Property Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

REGISTERED



29.3.2018

Gavin Cherry

Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

AQ890689H

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

For the common property
CP/SP94606

(B) LODGED BY

Document
Collection
Box

Name

Company Bylaws Assist

Address PO Box: 8274, Baulkham Hills, NSW, 2153

6457S

E-mail services@bylawsassist.com.au Contact Number +61 411 777 557

Customer Account Number 135632E

Reference BLA/3639

CODE

CH

- (C) The Owner-Strata Plan No. 94606 certify that a special resolution was passed on 10/2/2021
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -

(E) Repealed by-law No.

Added by-law No. Special By-law No.1 & 2

Amended by-law No. 1, 7, 19 & 40

as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 94606 which includes new Amended By-law No.1, 7, 19 & 40 and Added Special By-law No.1 & 2 starting from Page 3 of 47 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1

- (G) The seal of The Owners-Strata Plan No. 94606 was affixed on 18/03/2021 in the presence of the following person(s) authorised by section 173 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

TREJOR BRIGHT
STRATA MANAGING AGENT

Signature:

Name:

Authority:



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 94606

INDEX OF BY-LAWS

1. Definitions
2. Interpretation
3. The By-Laws and Compliance
4. Non Compliance with By-Laws
5. Behaviour Within the Strata Scheme
6. Behaviour of Invitees
7. Permitted Usage
8. Security Devices & Access
9. Parking, Loading & Traffic Control
10. Storage Space
11. Storage of Liquids & Materials
12. Window & Floor Coverings
13. Cleaning Windows, Doors
14. Air-Conditioning
15. Balconies, Courtyards & Lot Gardens
16. Other Obligations on the Owner or Occupier
17. Fire, Health & Safety Regulations in the Strata Scheme
18. Damage to Common Property
19. Alterations and Works
20. Work Health and Safety
21. Displaying a Sign or Advertisement
22. Keeping Animals
23. Naming the Strata Scheme
24. Sale or Leasing of Lots
25. Common Property
26. Rules
27. Building Security
28. Provision of Amenities or Services
29. Refurbishment of Common Property
30. Access for Meter Reading and Fire Safety Compliance
31. Garbage Disposal
32. Notices
33. Restricting Access
34. Building Services
35. Control on Hours of Operation and Use of Facilities
36. Telecommunications Services
37. Gas Service
38. Hot Water Service
39. Energy Provider
40. Floor Works
41. Car Wash Bay
- Special By-Law 1 – Short-Term Letting
- Special By-Law 2 – Window Safety Devices

The seal of The Owners-Strata Plan No 94606 was affixed on ...18 March 2021..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s):

Name(s) [use block letters]: ...TREVOR BRIGHT.....

Authority:.....STRATA MANAGING AGENT.....

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
2007



Terms of By-Laws

1. Definitions

In this document the following words have the following meanings ascribed to them unless the context otherwise so requires. Any words not listed are deemed to have the same meaning as in the Act.

Act is the *Strata Schemes Management Act 1996* (NSW) and any amendment or re-enactment thereof.

Approved Form means the form approved by the executive committee from time to time.

Authority means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the local council.

Building means the buildings being the subject of the Strata Scheme.

Building Manager means a manager (if any) appointed under By-Law 34.

Building Services means the services to be provided by a Building Manager for the Owners Corporation including without limitation the services described in By-Law 34.2 and 34.3.

Building Services Agreement means the agreement for the provision of the Building Services referred to in By-Law 34.1.

Business Day means any day Monday to Friday inclusive that is not a public holiday in Sydney, New South Wales.

By-Laws are the by-laws governing the Strata Scheme and any ancillary rules which the Owners Corporation makes from time to time.

Carspace means that area designated on the Strata Plan as a car space.

Certifier means a principal certifying authority, accredited certifier or consent authority as defined in the *Environmental Planning and Assessment Act 1979*.

Common Property is the area allocated as the common property of the Strata Scheme.

Council is Penrith City Council and its successor.

Developer is Thornton North Penrith Pty Limited (ACN 600 628 644) as Trustee for Thornton North Penrith Unit Trust.

Easements means an easement, positive covenant or restriction on use affecting the Land or Building (including any Lot or the Common Property) in effect from time to time.

Garbage is any item of garbage, waste, recyclable material or other goods whatsoever of which an Owner or Occupier intends for disposal.

Gas Service means any system for the reticulation of natural or other forms of combustible gas products to parts of the Common Property and to Lots including, if installed, any cogeneration plant.

Government Agency is a governmental or semi-governmental administrative, commercial or judicial department or entity.

Hot Water System means any system designed to provide hot water to parts of the common Property and Lots.

Invitee is a person who is a guest, customer, invitee, courier, customer goods carrier, agent, licensee, servant, employee or contractor of an Owner or Occupier or of the Owners Corporation.

Land means the land in (or formerly in) Folio Identifier 3007/1184498.

Lifts means that part of Common Property comprising the lifts servicing Lots in the Building.

Loading Bay means that part of the Common Property designated as a loading bay or area.

Lot is a lot in the Strata Scheme.

Occupier is an owner, occupier, lessee, licensee or mortgagee who is in possession and occupation of a Lot in the Strata Scheme.

Owner is the owner and registered proprietor of a Lot in the Strata Scheme.

Owners Corporation is the Owners Corporation of the Strata Scheme.

Permitted Vehicle means

- (a) a motor vehicle not exceeding:
 - (i) 2200mm in height (including any roof rails or roof rack); and
 - (ii) 5400mm in length (including any towbar); and
 - (iii) 2.5 tonnes gross weight;
- (b) a motor cycle or motor scooter, and which is registered for public road use.

Refurbish includes but is not limited to any of the following:

TB

- (a) the treatment of Common Property by repairing, painting, staining, colouring or polishing as applicable or otherwise;
- (b) the replacement of any floor covering in Common Property, including carpet, floor tiles or other floor coverings which are considered in need of replacement; and
- (c) the replacement of fittings and fixtures and loose furnishings and chattels located on Common Property that are considered in need of replacement.

Residential Garbage Room means the area or room allocated for use by Owners and Occupiers for the temporary storage of Garbage in the Strata Scheme.

Rules mean rules made by the Owners Corporation in accordance with By-law 26.

Security Device means any key, swipe card, remote control or other device to operate doors, gates, locks, alarms and security systems within the Common Property.

Services means water, electricity, gas and other utility services.

Strata Manager means the plan of strata subdivision registered at LPI accompanying these by-laws.

Strata Scheme is the buildings and complex comprised in strata scheme numbered on this document.

Works Insurance means:

- (a) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
- (b) insurance required under the Home Building Act 1989 (if any); and
- (c) workers' compensation insurance.

Building Works means the Cosmetic Works, Minor Renovations and / or Major Renovations undertaken on a Lot and that have an impact on the Common Property of the scheme.

Cosmetic Works means aesthetic works as defined in section 109 of the *Strata Schemes Management Act 2015* and as specified in the any Building Works Items List created under By-law 19 – Alterations and Works.

Floor Works means Building Works which comprise or include works to floors (including the installation or replacement or replacement of carpet, tiles, timber or hard surface flooring other than floor space comprising a kitchen, laundry, lavatory or bathroom)).

Major Renovations means works that involve structural changes, work that changes the external appearance of a Lot, work involving waterproofing, work for which consent or another approval is required under any other Act, and as specified in any Building Works Items List created under By-law 19 – Alterations and Works.

Minor Renovations means work items as defined in section 110 of the *Strata Schemes Management Act 2015*, under Regulation 28 of the *Strata Management Regulations 2016* and as specified in any Building Works Items List created under By-law 19 – Alterations and Works.

Strata Committee means the strata committee, and / or as previously known, executive committee, of the Owners Corporation.

2. Interpretation

- (a) All references to statute provisions shall be construed as references to any statutory modification or re-enactment thereof (whether before, on or after the date hereof) for the time being in force.
- (b) The schedules and annexures (if any) have the same force and effect in all respects as if they were set out in the body of the By-Laws.
- (c) Headings are included for convenience only and shall not affect the construction of the By-laws.
- (d) Words importing the singular number or plural number include the plural number and the singular number respectively.
- (e) Words "include", "including", "for example" or such as when introducing an example, do not limit the meaning of the words to which the example relates to the example or to examples of a similar kind.
- (f) Words denoting individuals include a person (their heirs, successors, executors and assigns), a firm, an Owners Corporation, a corporation, a government authority, an association and vice versa.

3. The By-Laws and Compliance

- 3.1 The Owners Corporation may create or amend By-Laws and rules in relation to the management, operation, control, security, use and enjoyment or any other matter affecting or connected to the Strata Scheme.

TR

- 3.2 The Owners Corporation, the Owners and Occupiers must comply with the By-Laws.
- 3.3 The Owners Corporation may appoint and retain a Strata Manager.
- 3.4 Any applications for approval or consent required by these By-Laws (unless otherwise stated) from the Owners Corporation may be granted at a general meeting or an executive committee meeting and may include conditions or provisions which must be complied with by the Owner or Occupier receiving the consent or approval.
- 3.5 An Owner or Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Strata Manager, or if there is no Strata Manager, the secretary of the Owners Corporation.
- 3.6 The Owners Corporation must cause a noticeboard or noticeboards to be affixed to one or more parts of the Common Property and may exhibit on it a copy of these By-laws or a précis thereof as approved by the Owners Corporation.
- 3.7 An Owner or Occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Owners Corporation or of any statutory authority.

4 Non Compliance with By-Laws

- 4.1 The Owners Corporation may do anything:
 - (a) empowered to it under the Act;
 - (b) that an Owner or Occupier should have done under the Act or the By-Laws but which it has not done, or in the opinion of the Owners Corporation has not done properly.
- 4.2 The Owners Corporation must give an owner or Occupier a written notice specifying when it will enter its Lot to do work or rectify a breach (except in the case of an emergency). The Owner or Occupier must:
 - (a) give the Owners Corporation (or persons authorised by it) access to its Lot according to the notice and at the Owner or Occupier's cost; and
 - (b) pay the Owners Corporation for its cost for doing the work or rectifying the breach.
- 4.3 In addition, the Owners Corporation has the power to levy on the Owner or Occupier the amount of any charges or costs incurred or paid by the Owners Corporation in respect to:
 - (a) rectify any breach of the Act or the By-Laws by an Owner or Occupier;
 - (b) any work(s) required to be done under the By-Laws which the Owner or Occupier failed to do or do effectively within a reasonable time;
 - (c) repairing damage to Common Property; and
 - (d) abating any nuisance, hazard or interference affecting another Lot or the Common Property which was caused by the Owner or Occupier or one of its Invitees;

PROVIDED that in the case of a breach of the Act or these By-Laws, the Owners Corporation has given prior written notice (except in the case of emergency) to the Owner or Occupier in breach of any of the above matters and that Owner or Occupier has failed to rectify the breach within a reasonable time.
- 4.4 The Owners Corporation may recover any money an Owner or Occupier owe it under the By-Laws as a debt.

5 Behaviour within the Strata Scheme

- 5.1 An Owner or Occupier must:
 - (a) not make noise, use offensive language, or carry out any noxious or offensive trade or activity or behave in a way that interferes with or obstructs the peaceful use and enjoyment of Common Property or an Owner or Occupier's legal entitlement to the use of Common Property;
 - (b) not consume alcohol or smoke cigarettes, pipes, or cigars or do anything which is illegal while on Common Property unless that part of the Common Property has been designated for the exclusive use of an Owner or Occupier;
 - (c) not be naked or inappropriately dressed while on Common Property;
 - (d) not obstruct pathways and driveways on the Strata Scheme and any easement giving access to the Strata Scheme or use by them for any other purpose than the reasonable ingress and egress to and from their particular Lot;
 - (e) not do anything which might damage the good reputation of the Owners Corporation or the Strata Scheme; and
 - (f) damage any lawn, garden, tree, shrub, plant flower or landscaping on Common Property except with the prior approval of the Owners Corporation.

TB

- 5.2 An Owner or Occupier must not permit any child less than twelve (12) years of age to be on or play on Common Property including the carparking area or any other area of possible danger or hazard to children unless accompanied by an adult Owner, Occupier or Invitee exercising effective control.
- 5.3 An Owner or Occupier must not use any Lot or part of the Common Property for any purpose which may be illegal or injurious to the reputation of an owner or Occupier of the Strata Scheme or the Owners Corporation.

6 Behaviour of Invitees

- 6.1 An Owner or Occupier must ensure their invitees:
- (a) comply with the By-Laws in all respects including, but not limited to; By-Laws specifically relating to the behaviour of an Owner or Occupier;
 - (b) leave the Strata Scheme if they do not comply as required by By-Law 6.1(a); and
 - (c) do not do anything an Owner or Occupier is not themselves entitled to do under the By-Laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of an Owner or Occupier or any other person lawfully on Common Property.
- 6.2 If an Owner leases or licences their Lot, the Owner must:
- (a) take all reasonable steps to ensure the Occupier and their Invitees comply with the By-Laws or leaves the Strata Scheme;
 - (b) give their tenant or licensee a copy of the By-Laws and any applicable Rules; and
 - (c) take all action reasonably available to them, including action under the lease or license to ensure the tenant or licensee and their visitors comply with By-Law 6.1(a) or leaves the Strata Scheme.

7 Permitted Usage

- 7.1 Each Owner or Occupier:
- (a) is to use its Lot only for the purposes of residential accommodation, except for that part of a Lot designated as:
 - (i) a car space, which is to be used only for parking a Permitted Vehicle or in accordance with By-law 9.1(a); or
 - (ii) a store or storage space, which is to be used only for the storage of goods incidental to residential use.
 - (b) must not lease or licence their Lot:
 - (i) in part;
 - (ii) for a period of less than three (3) consecutive calendar months for leases or licences not relating to Short-Term Letting; or
 - (iii) for a period of more than three (3) consecutive calendar months at any one given time, in accordance with Special By-law 1 - Short-Term Letting.
 - (c) must not permit, in respect of their Lot:
 - (i) more than two (2) adult people to occupy any bedroom and each bedroom shall contain no more than two (2) beds, excluding children's beds, cots and bassinets;
 - (ii) a total number of adults who reside in the Lot to exceed twice the number of approved bedrooms; and
 - (iii) a variation in the number of bedrooms within the Lot without prior consent of the Owners Corporation, Council and any other relevant Government Agency.
- 7.2 For any other usage other than contemplated in By-law 7.1, the Owner or Occupier must obtain the written authority of the Owners Corporation prior to seeking the consent of Counsel and any relevant Government Agency to engage in such other use. An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of their Lot (and if necessary obtain the authority and consents) and/or does anything that may affect the insurance premiums for the Strata Scheme.
- 7.3 No Lot or part of the Common Property shall be used for:
- (a) any purpose which causes or may cause unreasonable interference to the use and enjoyment of other Lots by vibration, gases, vapours, dust, fumes, soot, ash, waste water, grit, oil or other impurities which are sobering up unit dangerous or prejudicial to health; or

703

- (b) brothels, massage parlours, introduction agencies, dance schools, dance parties, dating agencies, entertainment halls, reception halls, drug referral centres, drug shooting gallery, meeting place for drug and ex-drug users and any other purpose which involves drug use, drug discussion groups or a sobering up unit for the purposes of this By-law the term drug is a reference to illicit drugs.

- 7.4 An Owner or Occupier of a Lot must not bring onto, do or keep anything in any Lot or on Common Property which may increase the rate of insurance on any Lot or on Common Property or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any Lot or the Common Property or the regulations or ordinances of any public authority for the time being in force.
- 7.5 Without limiting the provisions of By-laws 7.1 to 7.3 (inclusive), an Owner or Occupier must ensure that no Lot or part of the Common Property is used for any business, activity or industry which is contrary to any law, regulation, By-law, Council ordinance or notice or which may endanger the good reputation of the Strata Scheme.

8 Security Devices & Access

8.1 An Owner:

- (a) shall be issued with a Security Device to gain access to Common Property and the car park of the Strata Scheme. An Owner or Occupier must not duplicate any Security Device or provide any Security Device to any Invitee or third party;
- (b) may be required to pay the Owners Corporation any cost for the obtaining and issue of the Security Device or any subsequent or replacement Security Device; and
- (c) accesses and uses the Common Property and car park at their own risk; Occupiers and Invitees also access and use the Common Property and carpark at their own risk.

8.2 Security Devices

- (a) Security Devices remain the property of the Owners Corporation
- (b) The Owners Corporation may:
 - (i) make agreements with other parties to manage and provide Security Devices;
 - (ii) charge a fee for issuing or replacing a Security Device;
 - (iii) recode Security Devices from time to time and, if so, at the request of the Owners Corporation an Owner or Occupier must on request promptly return their Security Devices to the Owners Corporation for recoding;
 - (iv) deactivate a Security Device in its discretion;
 - (v) require an Owner, Occupier or other person in possession of a Security Device to properly return that Security Device to the Owners Corporation.
- (c) An Owner or an Occupier of a Lot must:
 - (i) take all reasonable steps not to lose or damage a Security Device;
 - (ii) notify the Owners Corporation immediately if a Security Device is lost or stolen;
 - (iii) return Security Devices to the Owners Corporation if it no longer requires them or if that Owner or Occupier is no longer an Owner or Occupier of the Strata Scheme and it has not provided a subsequent Owner or Occupier of that Lot with its Security Devices;
 - (iv) comply with the reasonable instructions of the Owners Corporation about Security Devices, including instructions about recoding or returning Security Devices.
- (d) An Owner or an Occupier must not:
 - (i) copy a Security Device;
 - (ii) give a Security Device to someone who is not an Owner or Occupier.
- (e) If an Owner leases or licences a Lot that Owner must include a requirement in the lease or licence that the Occupier returns Security Devices to Owner or the Owners Corporation when it no longer occupies the Lot.

- 8.3 If an Owner or Occupier loses or damages a Security Device, the Owner may apply to the Owners Corporation for a replacement and the Owners Corporation shall take reasonable steps to replace the Security Device at the cost of the owner. The Owners Corporation reserves the right to disable any security device declared lost or damaged or that is provided to another party in breach of these By-Laws.

9 Parking, Loading & Traffic Control

- 9.1 Where a Carspace is specifically designated to a lot, the Owner or Occupier of that Lot must not:
 - (a) use or permit any Carspace(s) attaching to an Owner or Occupier's Lot to be used:
 - (i) except by an Owner or Occupier of that Lot;

TB

- (ii) for any purpose other than the parking of a Permitted Vehicle;
 - (iii) for washing of vehicles or equipment;
 - (iv) for carrying out of mechanical or other repairs;
 - (v) for parking or storing boats, caravans, or trailers; or
 - (vi) for manufacturing, displaying or storing goods, materials or equipment;
 - (b) lease, licence or otherwise permit occupation of a carspace by a person who is not an Owner or Occupier of the Lot to which the Carspace relates;
 - (c) except with the consent of the Owners Corporation at a general meeting or extraordinary general meeting enclose, or permit the enclosure of any Carspace(s) attaching to an Owner or Occupier's Lot and then such enclosure must comply with the relevant Government Agency building code;
 - (d) except as otherwise provided in these By-Laws, install or erect any storage facility whether fixed or moveable within a Carspace.
- 9.2 The Owners Corporation is not responsible for:
- (a) anything stolen from a Carspace or anything stolen from a motor vehicle, or any vehicle stolen from a Carspace or Common Property; or
 - (b) damage to a motor vehicle, motor cycle or anything else on or about a Carspace or Common Property, including damage to a motor vehicle or motor cycle entering, leaving or using a Carspace or Common Property.
- 9.3 Subject to By-Law 9.6, an owner or Occupier receiving or dispatching goods or furniture shall ensure that any vehicles that are loading or unloading goods or furniture do not:
- (a) park or stand upon the access driveways or landscaped areas other than in areas designated for loading and unloading and then must not park or stand in that area for more than a continuous period of 2 hours at any one time; or
 - (b) obstruct access to other Lots or other carspaces.
- 9.4 Despite By-Law 9.3, if an Owner or Occupier is moving in or out of a Lot or moving large items through Common Property, where the Owner or Occupier:
- (a) would require use of any lift to the exclusion of other persons entitled; and/or
 - (b) may obstruct Common Property to the exclusion of other persons entitled; and/or
 - (c) may require lift covers to prevent damage to Common Property
- then the Owner or Occupier must provide the Owners Corporation and the Building Manager with at least 48 hours written notice.
- 9.5 The Owners Corporation may, from time to time, determine the manner in which large items are to be transported through or over Common Property (whether in the Building or not) and may impose appropriate conditions on such activities, including:
- (a) determining the times during which these activities are permitted to take place;
 - (b) the use of protective covers for surfaces forming part of the Common Property;
 - (c) prohibitions on the use of trolleys or other moving devices having metal wheels;
 - (d) insurance requirements; and
- and Owner or Occupier must:
- (e) comply with those conditions when transporting large items over or through Common Property; and
 - (f) pay the cost of any approvals or costs associated with deliveries including the use of ropes and/or other devices.
- 9.6 An Owner or Occupier may use the Loading Bay for the purpose of loading and unloading only.
- 9.7 In respect to the exercise of an Owner or Occupier's rights under this By-Law the Owner or Occupier must:
- (a) repair any damage that is caused to Common Property;
 - (b) immediately clean any mark or spillage caused;
 - (c) dispose of any boxes or cartons in accordance with these By-Laws; and
 - (d) comply with the reasonable requirements of the Owners Corporation.
- 9.8 Any part of the Common Property designated as a bicycle parking area must only be used for the parking of bicycles. Any bicycle parked in a bicycle parking area is at the bicycle owner's risk, the Owners Corporation takes no responsibility for bicycles parked on the Common Property.
- 9.9 In addition to its powers under the Act, the Owners Corporation has the power to:
- (a) impose a speed limit for traffic in Common Property; and
 - (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and

DB

- (c) install speed humps and other traffic control or safety devices in Common Property; and
- (d) install signs about parking; and
- (e) determine the direction of the flow of traffic or route of persons through Common Property and to alter such direction or route from time to time as it determines; and
- (f) install signs or devices to control traffic in Common Property and, in particular, traffic entering and leaving the Common Property.

9.10 An Owner or Occupier shall comply and ensure compliance of its Invitees with all parking, limitations, directional and speed limit signs erected or stipulated by the Owners Corporation.

10 Storage

10.1 In respect to any area of a Lot designated as a storage area or storage space (each "**Storage Space**"), an Owner or Occupier:

- (a) must not:
 - (i) use or permit to be used any Storage Space other than for the storage of that Owner or Occupier's personal property and must not use or permit the Storage Space to be used for the storage of commercial or trade items: or for commercial purposes;
 - (ii) lease, licence or otherwise permit occupation of a Storage Space by a person who is not an Owner or Occupier of the Lot to which the Storage Space relates;
 - (iii) except as otherwise provided in these by-Laws, enclose, seal or permit the enclosure or sealing of any Storage Space(s) attaching to an Owner or Occupier's Lot;
 - (iv) except as otherwise provided in these By-Laws, affix any item to the Storage Space;
 - (v) cover, block or restrict fire sprinkler heads within the Storage Space;
 - (vi) interfere with, damage or store any materials likely to hinder, restrict or cause damage to, Services or pipes, conduits, other transmission lines or Services infrastructure supplying Services;
 - (vii) store any items against or in close proximity to any area classified as a wet wall area;
- (b) must keep the Storage Space free from vermin;
- (c) ensure a minimum clearance of 500mm from the fire sprinkler heads and pipes, conduits, other transmission lines, or Services infrastructure supplying Services; and
- (d) may, as a form of screening, install black shade cloth inside the Storage Space.

10.2 The Owners Corporation is not responsible for:

- (a) anything stolen from a Storage Space; or
- (b) damage to any articles or items on or about a Storage Space or Common Property.

11 Storage of Liquids & Materials

11.1 Other than as permitted by these By-Laws, an Owner or Occupier must ensure that no goods, materials, chattels or waste are stored or used on the Common Property or on any carspace attaching to the Lot.

11.2 An Owner or Occupier must not, use or store on the Lot any flammable liquids, substances, chemicals, gases, or materials of more than reasonable quantity and then must be stored for lawful purposes and such storage must comply with and not exceed or breach any guidelines or any regulations issued by a Government Agency.

12 Window & Floor Coverings

12.1 An Owner or Occupier must not hang, install, renovate and/or replace curtains, curtain backings, blinds, shutters or other window coverings visible from outside of a Lot, except as approved by the Owners Corporation. In giving such approvals the Owners Corporation will ensure so far as practicable that curtain backing used in all Lots present a uniform appearance when viewed from outside the Lots and as such the Owners Corporation must not unreasonably withhold approval where such window coverings are:

- (a) of white or neutral appearance to the exterior of the building;
- (b) a roller-blind style, block-out only or dual roller with block-out and sheer; and
- (c) of the following specifications (or similar if unavailable):
 - (i) Sheer: Hunter Douglas Sunscreen – colour, White;
 - (ii) Blackout: Hunter Douglas Blackout – colour, white backing;

TB

- (iii) Base rail: Hunter Douglas commercial ellipse balance collection, White or Anodised.

- 12.2 Floors in a Lot must be covered or treated to ensure the transmission of noise does not unreasonably disturb any other Owner or Occupier. The requirements of this by-Law 12.2 do not apply to existing tiled surfaces in the kitchen, laundry and bathroom areas. The removal, replacement or interference with any floor or floor coverings in a Lot is deemed to be Works and must be dealt with in accordance with by-Law 19.
- 12.3 No blinds, reflective material, shutters, awnings or other window cover may be affixed externally to a Lot except in accordance with the Owners Corporation approval.
- 12.4 An Owner or Occupier must not install or attach insect screens to external windows or doors of a Lot without the prior approval of the Owners Corporation.
- 12.5 If an Owner or Occupier acts in contravention of by-laws 12.1 to 12.4, the Owners Corporation may in its discretion require the Owner or Occupier (as the case may be) to remove such items as contravene By-Laws 12.1 to 12.4 immediately on notice and the Owner or Occupier (as the case may be) must comply with that notice immediately.

13 Cleaning Windows, Doors

An Owner or Occupier of a Lot must keep clean all internal surfaces of glass in windows, louvers and doors on the boundary of the Lot (even if they are Common Property), including so much as forms part of the Common Property, unless:

- (a) such glass or part thereof, louvers or such door cannot be safely accessed by the Owner or Occupier of the Lot; or
- (b) the Owners Corporation resolves that it will keep such glass or louvers or part thereof or such door clean.

14 Air-Conditioning

- 14.1 With respect to any air conditioning unit exclusively serving a Lot, the Owner must at its cost:
- (a) regularly maintain and repair the air conditioning unit to ensure it is clean, safe and sound compliant and complies with the requirements of all laws and regulations;
 - (b) replace that air conditioning unit where it requires replacement;
- 14.2 If an Owner of a lot wishes to install any stand alone air conditioning unit, then the Owner must:
- (a) submit an application and obtain the consent of the Owners Corporation (except where installed by the Developer) including, but not limited to, providing copies of the plans and specifications of the air conditioning unit, identify and locate any structural walls and columns, service pipes and lines to ensure same are not damaged or services interrupted;
 - (b) ensure that the contractor employed to install the air conditioning unit is qualified, licensed and has the appropriate insurance, including providing copies to the Owners Corporation prior to any works commencing.
 - (c) ensure that the unit is located in a position, such as the balcony, and with sufficient covering or encasement so that the unit is not visible from outside the Strata Scheme.
 - (d) ensure that the unit is and remains sound compliant so that it does not unreasonably disturb any other Owners or Occupiers in the Strata Scheme;
 - (e) ensure the installation is carried out and completed in a proper and workmanlike manner and to the satisfaction of the Owners Corporation and general building standards and specifications and in compliance with the requirements of every relevant Government Agency.
 - (f) repair any damage caused to the Common Property or any other Lot at the time of installation and upon removal of the unit;
 - (g) regularly maintain and repair the air conditioning unit to ensure it is clean, safe and sound compliant.
 - (h) comply with any Rules or requirements determined by the Owners Corporation in respect of such air conditioning, including any proposed replacement of it.
- This By-Law 14.2 does not apply to air conditioning units installed by the Developer.

15 Balconies, Courtyards & Lot Gardens

- 15.1 Planter Boxes, plants, landscaping, and occasional furniture may be kept on the balcony of a Lot provided:

TB

- (a) It is of a high quality and finish in keeping with the aesthetic and appearance of the Building;
 - (b) Is of a type or material designated or approved by the Owners Corporation;
 - (c) does not interfere with any other Owner or Occupier;
 - (d) does not cause damage to a Lot or Common Property;
 - (e) if plants, they do not exceed the height of the balustrade of the balcony or courtyard or other height designated by the Owners Corporation;
 - (f) any plants which are visible from outside the Strata Scheme are well maintained and are healthy;
 - (g) the Furniture is properly maintained and kept clean, tidy and in good condition at all times; and
 - (h) the Furniture is safely secured to prevent movement due to adverse weather conditions.
- 15.2 An Owner or Occupier must remove Furniture from their balcony or courtyard if the Furniture:
- (a) does not comply with the provisions of By-law 15.1;
 - (b) is unsightly, visibly offensive or not in keeping with the aesthetic and appearance of the Building; or
 - (c) has or may cause damage to a Lot, Common Property or any other part of the Building.
- 15.3 Except as permitted by these By-Laws, an Owner or Occupier must not hang or place any laundry, clothing, towels, bedding, wind chimes, decorations, surfboards, or bicycles on the balcony, courtyard or garden areas of a Lot.
- 15.4 If a Lot includes a garden area or landscaped area, the Owner or Occupier of that Lot must, at its expense:
- (a) maintain that garden area or landscaped area in a neat and tidy condition and free from litter;
 - (b) ensure that the garden area or landscaped area is maintained in a manner consistent with the original landscaping of the garden area or landscaped area forming part of that Lot or as the Owners Corporation otherwise reasonably directs; and
 - (c) ensure that:
 - (i) any dead plants are promptly replaced;
 - (ii) plants are watered so as not to damage or cause water seepage to Common Property or adjoining Lots; and
 - (iii) a mechanical watering system is not installed to planters.
- 15.5 When watering any landscaping on a balcony or terrace, Owners and Occupiers:
- (a) must ensure that no water enters or damages any other Lot or Common Property;
 - (b) must comply with any watering times designated by the Committee from time to time;
 - (c) shall be responsible for and must repair any damage caused by the Owner or Occupier in respect to any watering or over-watering; and
 - (d) a mechanical watering system must not be installed to planters unless such system was installed prior to registration of these By-Laws or with the consent of the Owners Corporation.
- 15.6 An Owner or Occupier may store and operate a portable barbeque on the balcony or courtyard of its Lot, providing it is:
- (a) a covered gas or electric barbeque that is not affixed to any part of the Lot or Common Property or of a type of barbeque otherwise approved by the Owners Corporation.
 - (b) kept covered when not in use; and
 - (c) kept clean and tidy.
- 15.7 An Owner or Occupier may not install any screens, blinds or mesh or enclose their balcony, courtyard, or garden except with the prior written consent of the Owners Corporation.
- 16 Other Obligations on the Owner or Occupier**
- An Owner or Occupier must:
- (a) keep their Lot in a state of good and serviceable condition and repair.
 - (b) properly maintain, repair and where necessary, replace an installation or alteration made under the By-Laws which services its Lot (whether or not it made the installation or alteration);
 - (c) not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis;
 - (d) not cause damage to any plants or landscaping within the Strata Scheme and shall adopt a general duty of care in the maintenance and watering of plants in landscaped areas adjacent to and in the vicinity of their Lot;

- (e) comply with all Easements or laws affecting their Lot including, without limitation, requirements of any Government Agencies;
- (f) obtain any necessary consents from the Owners Corporation and any Government Agencies before altering the appearance or structure of their Lot in any way;
- (g) not erect, construct, place or permit to remain on the Common Property any television, radio or other electronic antenna or device without the prior written consent of the Owners Corporation;
- (h) ensure all doors and windows to any Lot are securely fastened on all occasions when the Lot is left unoccupied and the Owner or Occupier of a Lot grants the right to the Owners Corporation and any agent of the Owners Corporation to enter and fasten any doors or windows if left insecurely fastened when a Lot is left unoccupied;
- (i) not interfere with security or surveillance equipment in or about the Strata Scheme or do anything that might prejudice the security or safety of the Building;
- (j) not waste water and must ensure that all water taps on the Owner's or Occupier's Lot and/or on the Common Property are promptly turned off after use;
- (k) not use the water closets, conveniences and other water apparatus including water pipes and drains in each Lot and the Common Property for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances may be deposited in them. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by the Owner of the relevant Lot.
- (l) not directly instruct nor interfere with the business or property of any managers, caretakers, contractors or workmen employed by the Owners Corporation, or Strata Manager unless so authorised by the Owners Corporation, or Strata Manager; and
- (m) not install a security alarm with an audible signal unless with the prior written consent of the Owners Corporation.

17 Fire, Health & Safety Regulations in the Strata Scheme

An Owner and Occupier:

- (a) must ensure that reasonable action has been taken to prevent fires and other health or safety hazards;
- (b) must provide access at such day and time nominated by the Owners Corporation for inspection of fire safety equipment within the Lot (including the fire rated entry door compliance plate) and, if applicable, reimburse the Owners Corporation for any additional expense it incurs if such access is not provided at the nominated time;
- (c) must take due care to ensure that fire, security, health and safety regulations are adhered to and must comply with the regulations of the Government agencies;
- (d) must ensure their Lot is kept free of vermin and pests and shall employ pest exterminators at their own expense as and when required;
- (e) must ensure that only clean and unpolluted water shall be discharged into the stormwater drainage system and that liquid wastes shall be discharged to the sewer in accordance with the requirements of the Government Agencies.
- (f) must give to the Owners Corporation prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Owners Corporation will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs as deemed necessary for the safety and preservation of any Lot as often as may be necessary; and
- (g) must, in the event of any infectious disease which may require notification by virtue of any law affecting any person in any Lot give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Owners Corporation and must pay to the Owners Corporation the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.
- (h) must permit a representative or agent of the Owners Corporation access to their Lot on prior notice of at least 1 day to undertake annual fire inspections;
- (i) must not interfere with or obstruct access to the fire safety equipment or fire escapes;
- (j) must not keep flammable material on or about any area of its Lot designated as storage space or a car space;
- (k) must not cut openings in doors within or on the boundary of a Lot used to access Common Property without the prior consent of the Owners Corporation;

TB

- (l) must not do anything either within the Lot or Common Property that may create a hazard or danger to an Owner, Occupier or Invitee of another Lot.

18 Damage to Common Property

- 18.1 An Owner or Occupier must not mark, paint, drive nails or fix screw of the like into, or otherwise damage or deface, any structure that forms part of the common property except as permitted by these By-Laws or with the prior written approval of the Owners Corporation.
- 18.2 Approval can be given by the Owners Corporation for minor matters under By-Law 18.1, but the Owners Corporation cannot authorise any matter that are in the nature of Works and approvals for such Works must be sought in accordance with By-Law 19.
- 18.3 Subject to the provisions contained in By-Law 18.4, this By-Law 18 does not prevent an Owner or Occupier arranging and/or installing:
- (a) any locking device for the protection of the Lot against intruders or to improve safety within the Lot; or
 - (b) any device used to affix decorative items to the internal surfaces of walls within the Lot.
- 18.4 An Owner must ensure that any such device referred to in By-law 18.3(a):
- (a) is to be installed in a competent and workmanlike matter; and
 - (b) is maintained, kept in a state of good repair and replaced from time to time as necessary at the expense of the Owner or Occupier; and
 - (c) where any damage is caused to any part of Common Property (including Lot entrance doors) by the installation, replacement or removal of such device, is repaired by the Owner or Occupier at their own expense; and
 - (d) must comply with any applicable fire safety standards.
- 18.5 An Owner or Occupier must repair and/or provide compensation to the Owners Corporation for any damage to Common Property caused either by the Owner or Occupier, an Invitee or any other person or contractor doing work in the Strata Scheme at the request of the Owner or Occupier.
- 18.6 An Owner or Occupier must not interfere with or damage Common Property or remove or damage the equipment or belongings of the Owners Corporation unless with the prior consent of the Owners Corporation.

19 Alterations and Works

Purpose of By-law

- (1) This by-law is made for purposes of managing, regulating and controlling the carrying out of Building Works within an Owner's Lot which affects, impacts, enhances, improves and / or adds value to the Owner's Lot and/or the Common Property, and affects the Common Property and/or impact on an Owner or Occupier of a Lot.
- (2) This by-law puts an Owner on notice as to how Building Works should be performed within a Lot and the Common Property.
- (3) This by-law distinguishes between different types of Building Works, namely Cosmetic Works, Minor Renovations and Major Renovations that have an impact on the Common Property of the scheme.

Request made to carry out Building Works constitutes consent to conditions of by-law

- (4) The Owner upon making a request to carry out Building Works on and in their Lot, and on so much of the Common Property as is necessary, consents to terms and conditions imposed under this by-law.

Retrospective application for unauthorised Building Works

- (5) Where any Building Works were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Building Works undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Building Works.

TB

Building Works authorised under this by-law do not confer special privileges or rights to Common Property

- (6) The Building Works covered under this by-law require the written consent as specified under this by-law, and does not confer special privileges to keep the Building Works on the Common Property, nor does it confer any rights to exclusive use of the Common Property.
- (7) The Owners Corporation may at any time request the removal of an item installed under this by-law (at the Owner's expense) should the Owner not meet the conditions of this by-law, or should the Owners Corporation require use or access to the Common Property affected by the item installed under this by-law.

CONDITIONS

The Application Process

(i) Cosmetic Works

- (8) Where an Owner of a Lot intends to carry out Cosmetic Works, no notice need be given to the Owners Corporation and no consent is required.
- (9) Any Cosmetic Works undertaken by an Owner shall be the Owner's responsibility and the Owner must repair and maintain the Cosmetic Works undertaken as required from time to time.

(ii) Minor Renovations

- (10) Where an Owner intends to carry out Minor Renovations within a Lot, the Owner must obtain the prior written approval of the Strata Committee of the Owners Corporation.
- (11) The Owner must submit an application in writing to both the strata managing agent and the Secretary of the Strata Committee of the Owners Corporation.
- (12) The application must be made in accordance with **Annexure A** to this by-law "Application To Perform Building Works" prior to such Minor Renovations being approved by the Strata Committee of the Owners Corporation (excluding Cosmetic Works which require no notification and no consent).
- (13) The Strata Committee must within 21 days from receipt of the application approve or reject the application of the Owner.
- (14) Where the Strata Committee rejects the application, it must provide reasons to the Owner in writing.
- (15) If the Strata Committee does not respond to the application within 21 days, approval is deemed to be granted pursuant to the conditions in this by-law
- (16) The Strata Committee may request clarification, further information and/or certification in respect of any Minor Renovations proposed by an Owner under this by-law, and an Owner must provide such information, clarification and/or certification prior to obtaining approval.
- (17) An Owner must not commence any Minor Renovations on their Lot or the Common Property until such information, clarification and/or certification (as may be required by the Strata Committee of the Owners Corporation) is provided and approved.

TDS

(III) Major Renovations and Building Works that require any local or statutory authority consent

- (18) Where an Owner intends to carry out Major Renovations within a Lot, or where any Building Works require the written approval from a relevant consent authority under the *Environmental Planning and Assessment Act 1979* and / or any other relevant statutory authority whose requirements apply to performance of the Building Works, a Common Property Rights By-law for Lot Building Works must be passed at general meeting of the Owners Corporation pursuant the Act (or any subsequent legislation) and must be registered on the Common Property Certificate of Title of the Owners Corporation.
- (19) The Owner must also submit an application in accordance with **Annexure A** to this by-law, along with the proposed Common Property Rights By-law for Lot Building Works for approval of the Owners Corporation.
- (20) If structural works are required, provide a certificate by a duly qualified structural engineer (and/or by any other necessary specialised consultant, such as a hydraulics or acoustic consultant) addressed to the Owners Corporation, that certifies that the Major Renovations, if undertaken in accordance with the plans and specifications provided to the Owners Corporation, will not affect the structural integrity or amenity of the Building or any part of it.
- (21) If an architect or other design consultant is involved, then the nature and scope of the Building Works will be readily ascertainable from the drawings prepared by that person. A copy of any drawings may be annexed to and form part of the Common Property Rights By-law for Lot Building Works.
- (22) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of any Common Property Rights By-law for Lot Building Works.
- (23) The Owners Corporation may refuse to execute any document relating to the registration of this by-law or local authority development application documents until such time as the Owner pays those costs.

Building Works Items List

- (24) The Owners Corporation is empowered to create and implement a "**Building Works Items List**" as outlined in **Annexure B** to this by-law, which categorises the different types of Building Works as described in this by-law, which will be authorised pursuant to the conditions in this by-law.
- (25) The Strata Committee of the Owners Corporation may amend this Building Works Items List from time to time by ordinary resolution.

Lot Register of Building Works

- (26) A "**Lot Register of Building Works**" shall be kept by the strata managing agent and an Owner of a Lot is responsible to ensure that the strata managing agent is notified of all Building Works undertaken on a Lot and that all Building Works be included and updated on the Lot Register.

Conditions Applicable to all Minor Renovations or Major Renovations

(I) Hours of Works

- (27) The Owner must perform the Building Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

TD

(ii) Compliance with Codes

- (28) The Owner when performing the Building Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (29) The Owner when performing the Building Works must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Building Works are undertaken.

(iii) Bond

- (30) The Owner must, if required by the Owners Corporation, provide a bond, bank guarantee or other form of security as required by the Owners Corporation for an amount of not more than \$5000.00 as security for the Building Works to be carried out and which bond must be returned by the Owners Corporation after deduction of any amounts drawn from it when the Building Works have been completed to the satisfaction of the Owners Corporation.

(iv) Building Works involving Floor Coverings

- (31) Where the Building Works comprise or include works to floors (including the installation or replacement or replacement of carpet, tiles, timber or hard surface flooring other than floor space comprising a kitchen, laundry, lavatory or bathroom), ensure that the part of the Building Works relating to floor finishes complies with **By-law 40 – Floor Works**.

General Conditions

- (32) The Owner must ensure that duly licensed and insured contractors complete the Building Works in a proper and workmanlike manner.
- (33) The Owner must ensure that any party engaged to carry out the Building Works is briefed on requirements as detailed in this by-law.
- (34) Prior to commencing the Building Works, the Owner must provide the Owners Corporation with the estimated duration of the Building Works and must ensure that Building Works are completed with three (3) calendar months from commencement of Building Works.
- (35) Building Works must be undertaken in such a way as to cause minimum disturbance or inconvenience to the Lots or their Occupiers and owners.
- (36) The Owner must keep all areas of the building outside their Lot clean and tidy throughout the performance of the Building Works.
- (37) The Owner must ensure that no building materials are stored on Common Property without the permission of the Owners Corporation.
- (38) The Owner must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (39) Work inside the Lot must only occur when the door between the Lot and the Common Property is completely closed.
- (40) The Owner must ensure that the corridor serving the Lot is protected from dust, noise and damage for the duration of the Building Works.

TB

- (41) The Owner must ensure that any carpeted area is protected by the use of floor protection and kept clean during any Building Works.
- (42) The Owner must repair promptly any damage caused or contributed to by Building Works, including damage to the property of the Owners Corporation and the property of the Owner or Occupier of another Lot in the strata scheme.

After Completion of the Building Works

- (43) Immediately upon completion of the Building Works, the Owner must restore all other parts of the Common Property affected by the Building Works as nearly as possible to the state they were in immediately before the Building Works.
- (44) Upon completion of the Building Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) any documents or requisite certificates reasonably required by the Owners Corporation relating to the Building Works and the occupation of the Lot.

Owner's Enduring Obligations

(i) Maintenance and Repair

- (45) Where an Owner undertakes any Building Works under this by-law, the Owner of a Lot must, at the Owner's cost, properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works (or any part of them) as required from time to time.
- (46) If the Owner removes the Building Works or any part of the Building Works undertaken under this by-law, the Owner must, at the Owner's own cost, restore and reinstate the Common Property to its original condition.

(ii) Liability and Indemnity

- (47) Where an Owner undertakes any Building Works under this by-law, the Owner indemnifies the Owners Corporation against:
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the Common Property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Building Works;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Building Works;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Building Works; and
 - (d) liability under **section 122 (6)** of the **Strata Schemes Management Act 2015** in respect of repair of the Common Property attached to the Building Works.
- (48) To the extent that **section 106 (3)** of the **Strata Schemes Management Act 2015** is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Building Works performed under this by-law.
- (49) The Owner upon undertaking the Building Works:
 - (a) must apply the proceeds of any claim against the contractor who carried out the Building Works or its insurer towards (or by way of reimbursement) the repair or completion of the Building Works;
 - (b) acknowledges the Owners Corporation may at its option make and conduct any claim against the contractor who carried out the Building Works or its insurer; and

- (c) must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this By-Law 19 including legal expenses and the expenses of any building consultant or engineer appointed by the Owners Corporation.

(iii) Repair of Damage

- (50) The Owner must, at the Owner's expense, make good any damage to the Common Property caused as a result of the Building Works no matter when such damage may become evident.
- (51) Any loss and damage suffered by the Owners Corporation as a result of making and using the Building Works, including failure to maintain, renew, replace or repair the Building Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand.

Breach of By-law

- (52) The Owners Corporation reserves the right to replace or rectify the Building Works or remediate any loss or damage to the Common Property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

773

Annexure AAPPLICATION TO PERFORM BUILDING WORKS

To the Secretary & strata managing agent

I/We _____ the Owner(s) of Lot _____ hereby give
 notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to undertake Building
 Works to my/our Lot.

1. Detail of Building Work to be undertaken, including type of work, materials to be used, method of
 installation, and proposed location:

.....

.....

.....

2. Name of Contractor
3. Contractor's Licence No.....
4. Details of Contractors All Risks Insurance.....

.....

5. Is Council approval required: Yes/No
6. If yes, has application been made for Development Approval.....
7. Date works intend to start.....
8. Duration of works (Timetable of major components of works).....

.....

9. I have read Building Works Bylaw and acknowledge that no work may commence unless approved
 in writing as required under the Building Works By-law.
10. I acknowledge that any Building Works undertaken may be subject to special conditions as required
 by the Owners Corporation and I shall abide by these special conditions.

Signature of Owner.....

Date.....

Received by Owners Corporation.....

Name & Date.....

(Note: Must use one form for each tradesperson/contractor engaged to undertake Building Works)

T23

Annexure B

BUILDING WORKS ITEMS LIST

CATEGORIES OF BUILDING WORKS

The **Building Works Bylaw** puts Owners on notice as to how "Building Works" should be performed within a Lot and the Common Property. This By-law distinguishes between different types of "Building Works", namely Cosmetic Works, Minor Renovations and Major Renovations that have an impact on the Common Property of the strata scheme. Below is a list of items that have been categorised into the different types of Building Works as described in the **Building Works Bylaw**

Cosmetic Works

- (i) Work for the following purposes is prescribed as cosmetic works pursuant to s109 (2) of *Strata Schemes Management Act 2015*:
- (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls
 - (b) installing or replacing handrails
 - (c) painting
 - (d) filling minor holes and cracks in internal walls
 - (e) laying carpet
 - (f) installing or replacing built-in wardrobes
 - (g) installing or replacing internal blinds and curtains (***Refer to By-law 12 – Window Coverings***)
- (ii) Additional Work for the following purposes is prescribed as cosmetic works under this by-law and pursuant to section 109 (4) of the *Strata Schemes Management Act*:
- (a) Wallpapering walls and other surfaces within the Lot
 - (b) Repair and replacement of window and door jambs, locks and handles
 - (c) Sanding, staining and polishing existing floor boards installed on the Lot (***Refer to By-law 40 – Floor Works***)
 - (d) Replacing bathroom, kitchen and laundry tapware or other removable items

Minor Renovations

- (i) Work for the following purposes is prescribed as minor renovations pursuant to s110 (3) of *Strata Schemes Management Act 2015*:
- (a) renovating a kitchen
 - (b) changing recessed light fittings
 - (c) installing or replacing wood or other hard floors (***Refer to By-law 40 – Floor Works***)
 - (d) installing or replacing wiring or cabling or power or access points
 - (e) work involving reconfiguring walls (excluding structural or load bearing walls)

TID

- (ii) Work for the following purposes is prescribed as minor renovations pursuant to Regulation 28 of the *Strata Schemes Management Regulations 2016*:
- (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors (**Refer to By-law 40 – Floor Works**)
 - (b) installing a rainwater tank
 - (c) installing a clothesline
 - (d) installing a reverse cycle split system air conditioner (**Refer to By-law 14 – Air-conditioning**)
 - (e) installing double or triple glazed windows
 - (f) installing a heat pump (**Refer to By-law 38 – Hot Water Service**)
 - (g) installing ceiling insulation
- (iii) Additional Work for the following purposes is prescribed as minor renovations under this by-law and pursuant to section 110 (6) (a) of the *Strata Schemes Management Act*:
- (a) Installing any other type of air-conditioner/system within the Lot (**Refer to By-law 14 – Air-conditioning**)
 - (b) Installing false ceilings
 - (c) Installing security systems / alarms (**Refer to By-law 16 (m) – Other Obligations on the Owner or Occupier**)
 - (d) Installing fixtures to internal surfaces of Common Property walls
 - (e) Installing Foxtel or PayTV connection
 - (f) Installing new plumbing, gas and electrical equipment and services

Major Renovations

- (a) Works involving alteration or interference of the structure, support or shelter of the building, including any structural beams and/or props erected to maintain the distribution of the building loads
- (b) Works involving removal or addition of any structural elements to the building requiring local authority development approval, including but not limited to, enlarging openings, forming new openings, installing external structures, removal of Common Property walls in whole or in part within a Lot
- (c) Works involving changes the external appearance of a Lot, including the installation of an external access ramp
- (d) Works involving waterproofing on the Lot, including waterproofing the bathroom, kitchen and/or laundry floors of the Lot or waterproofing the bathroom, kitchen and/or laundry walls located on a common wall within the Lot
- (e) Any works, including Minor Renovations mentioned above, which require consent or development approval of Council and any other Authority.

DB

20 Work Health and Safety

20.1 An Owner or an Occupier of a Lot must:

- (a) not create any hazard that may breach occupational health and safety standards, including occupational health and safety standards referable to Australian Standards or under the provisions of the *Work Health and Safety Act 2011* (NSW) and the regulations pertaining hereto and any replacement or re-enactment of that act or those regulations;
- (b) take all necessary precautions when placing furniture or other articles at or near window or balcony balustrades to prevent that furniture or article from falling.

21 Displaying a Sign or Advertisement

21.1 An Owner or Occupier of a Lot must not display, affix or erect a sign, advertisement, notice or poster on:

- (a) a Lot visible from outside the Lot or
- (b) Common Property

21.2 For advertisements such as 'For Sale' or 'For Lease' signs, that are temporarily erected:

- (a) an Owner or Occupier must have the written authority of the Owners corporation to locate and erect, display or permit to remain such advertisement(s) if the sign is to be located on Common Property;
- (b) the Developer, while the Developer is an Owner, does not need the written authority of the Owners Corporation to locate and erect, display or permit to remain such advertisement(s) on any Lot or the Common Property, including an A-frame sign board;
- (c) the sign must be properly kept and maintained by the respective Owner or Occupier at their own cost; and
- (d) the Owner or Occupier must repair any damage caused by the placing or removal of any sign at their own cost;
- (e) except in respect of a sign placed by the Developer while it is an Owner, the Owners Corporation may nominate the position (which must be complied with) for the placement of signs, advertisements, notices or posters for the purposes of leasing and sales; and
- (f) must be removed within 7 days of a contract for sale or lease (as the case may be) being entered into.

22 Keeping Animals

22.1 Other than as set out in this By-Law 22, an Owner or Occupier of a Lot must not:

- (a) bring or keep any animal, bird, fish or reptile (each an '**Animal**') upon the Lot or the Common Property; or
- (b) permit an Invitee to bring or keep any Animal on the Lot or the Common Property.

22.2 Despite any other provisions in these By-Laws, an Owner or Occupier may bring or keep, without the consent of the Owners Corporation, a guide dog, hearing dog or other animal to assist to alleviate the effect of a disability if the Owner, Occupier or Invitee needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

22.3 Owners and Occupiers of Lots may, subject to By-Law 22.4:

- (a) keep in a Lot one small pet dog or pet cat ('**Pet**'), such Pet must not at full age exceed a weight of 10 kilograms;
- (b) with the consent of the Owners Corporation keep a medium or large size dog (being a dog of a breed which at full age, on average, exceeds a weight of 10 kilograms);
- (c) other than is permitted under By-Law 22.2, 22.3(a) or (b), an Owner or Occupier not bring or keep an Animal on a Lot or Common Property without first obtaining the consent of the Owners Corporation at a general meeting or extra ordinary general meeting to keep any other Animal.

22.4 The Owners corporation must not give an Owner or Occupier consent (and By-Law 22.3 does not permit an Owner or Occupier) to keep:

- (a) an Animal that is vicious, aggressive, noisy or difficult to control; or
- (b) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
- (c) a dangerous dog or a restricted dog under the *Companion Animals Act 1998* (NSW).

22.5 Owners and Occupiers in exercising their rights under this By-Law must:

- (a) clean up any excretion of such Pet;
- (b) ensure that the Pet does not disturb the native birdlife or wildlife on or around the land;
- (c) ensure that the Pet does not wander onto another Lot or the Common Property;
- (d) ensure such Pet is kept on a leash or otherwise restrained at all times; and
- (e) ensure that in keeping with such Pet there is no breach of any other By-Law for the Strata Scheme including without limitation causing any nuisance to other proprietors or occupiers caused by continuous barking or meowing.

JB

22.6 The Owners Corporation may revoke an Owner's or Occupier's right to keep a Pet or Animal under By-Law 22.3 if:

- (a) the Owner or Occupier to whom such right is given breaches By-Law 22.3 and does not remedy that breach within 14 days of receiving notice from the Owners Corporation or Strata Manager to do so;
- (b) the Pet or Animal becomes offensive, vicious, aggressive, noisy or a nuisance; or
- (c) the Owner or Occupier breaches a condition made by the Owners Corporation when it gave you consent to keep the Animal; or
- (d) the Owner or Occupier keeps a dog which is a dangerous dog or is not registered under the *Companion Animals Act 1998* (NSW).

23 Naming the Strata Scheme

The Developer has the right to determine the initial name of the Strata Scheme complex and the Owners Corporation has the sole right and discretion to erect, alter and permit to remain signs on Common Property, subject to approval by any relevant Government Agency, that show the name designated to the Strata Scheme Complex, the address and any directory of the Occupiers.

24 Sale or Leasing of Lots

While the Developer remains an Owner of any Lot, it and its agents may utilize Common Property and any Lot owned by the Developer as a display Lot for the purpose of allowing prospective purchasers or tenants of a Lot to inspect such display Lot and may place a reasonable number of appropriate signs or other advertising and display material in and about such Lot and about other parts of the Common Property.

25 Common Property

25.1 Where some items of Common Property are burdened or benefited (or both) by an Easement, Owners, Occupiers and the Owners Corporation:

- (a) must comply with their obligations under those Easements; and
- (b) must not do anything to prevent the benefited parties under those Easements from exercising their rights to use Common Property under those Easements.

25.2 Subject to the By-Laws, Owners and Occupiers must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if that Owner or Occupier know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by the Owner or Occupier, its visitors or person doing work or carrying out works in the Strata Scheme; and
- (d) permit the Owners Corporation or any tradesman, contractor or other person engaged or authorised by the Owners corporation access over and through that Owner's or Occupier's Lot for the purpose of accessing Common Property.

25.3 Subject to the By-Laws, an Owner or Occupier must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property or equipment.

26 Rules

26.1 The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of Common Property

26.2 The Owners Corporation may add to or change the Rules at any time.

26.3 Owners and Occupiers must comply with the Rules.

26.4 If a Rule is inconsistent with the By-Laws or the requirements of a Government Agency, the By-Laws or requirements of the Government Agency prevail to the extent of the inconsistency.

27 Building Security

27.1 The Owners Corporation may take reasonable steps to stop intruders coming into the Building and to prevent fires and other hazards. In order to do so the Owners Corporation may:

- (a) install and operate security cameras, security devices and other surveillance equipment;
- (b) install and operate fire safety devices and equipment; and

TB

- (c) make arrangements with third parties about the installation, operations, maintenance, and repair of security and fire prevention equipment.

27.2 The Owners Corporation is not liable to an Owner or Occupier if it fails to take reasonable steps to stop intruders coming into the Building and to prevent fires and other hazards.

27.3 Emergency Service Call Outs

- (a) An Owner is responsible for the attendance of a member of the fire brigade, police service or ambulance service ('Emergency Services') at the Strata Scheme as a result of action or inaction by an Owner, Occupier or Invitee.
- (b) If a member of the Emergency Services attends at the Strata Scheme as a result of action or inaction by an Owner, Occupier, or Invitee and, as a result of on such attendance, a charge is imposed on the Owners Corporation, then the Owners Corporation has the following additional authority and power:
 - (i) the authority to enquire of the Emergency Services as to the reason, cause or nature of their attendance;
 - (ii) the power to investigate the attendance by the Emergency Services and to decide (in its reasonable opinion) who is responsible for the attendance of the Emergency Services;
 - (iii) the power to recover the amount of that charge from the Owner of the Lot as a debt due and payable by that Owner.

28 Provision of Amenities or Service

28.1 Notwithstanding the provisions of any other by-Law, the Owners Corporation may enter into arrangements with third parties for the provision of the following amenities and services to the Common Property:

- (a) security;
- (b) cleaning;
- (c) garbage disposal and recycling services;
- (d) electricity, water, gas or other utility services;
- (e) telecommunications services; and/or
- (f) other essential services.

29 Refurbishment of Common Property

29.1 In addition to its powers under the Strata Management Act and under other of these By-Laws, the Owners Corporation has the power to Refurbish Common Property.

30 Access for Meter Reading and Fire Safety Compliance

30.1 An Owner or Occupier of a Lot must on being given reasonable notice by the Owners Corporation or a person authorised by it provide reasonable access for any person required to:

- (a) effect the reading of any meter located in or about the Lot;
- (b) carry out inspections in respect of fire safety, or work or occupational health and safety.

31 Garbage Disposal

31.1 An Owner or Occupier must:

- (a) ensure that Garbage is separated, prepared, drained, wrapped and disposed of in accordance with the recycling guidelines of the Owners Corporation, Council and any other Government Agency;
- (b) only place and leave Garbage in the Residential Garbage Room or other designated by the Owners Corporation (including for recyclable materials) from time to time;
- (c) arrange at the Owner's or Occupier's own expense, for the removal of Garbage that may be oversized or articles which the Council or contractor would normally remove as part of its normal collection service;
- (d) remove rubbish and Garbage and clean the relevant part of the Common Property where that Owner or Occupier has split Garbage on the Common Property; and
- (e) where provided, use garbage chutes for disposal of garbage and comply with all Rules for using the garbage chute and must not:
 - (i) deposit bottles or glass in any garbage chute;
 - (ii) deposit or pour liquids in any garbage chute;
 - (iii) deposit items that weigh more than 2.5 kilograms in any garbage chute;
 - (iv) deposit an item in any garbage chute that is reasonably likely to block it.

TB

31.2 An Owner or Occupier must not:

- (a) place, or allow to remain, Garbage or any other articles or items (including but not limited to furniture, clothing on undesignated Common Property or any other Lot (unless with the permission of the Owners Corporation or the respective Owner or Occupier) or on any public access ways such as footpaths, roadways, reserves and the like;
- (b) place any Garbage in an area of the Lot (including Carspace) which is visible from outside the Lot;
- (c) dispose of any Garbage, recyclable material or waste in breach of the recycling guidelines of the Council, any other Government Agency or the Owners Corporation; and
- (d) throw or allow to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of any Lot.

31.3 This By-Law 31 does not require an Owner or Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

31.4 Notwithstanding anything contained in By-Laws 31.1 and 31.2, the Owners Corporation may designate a contractor for the collection of garbage so that the efficiency of collection and the security within the Strata Scheme may be maintained.

32 Notices

- (a) Any notice under these By-Laws must be in writing.
- (b) The Owners Corporation, an Owner or Occupier may send a notice:
 - (i) by hand;
 - (ii) by facsimile transmission;
 - (iii) by security post; or
 - (iv) otherwise as determined by the Owners Corporation from time to time at a general meeting.To the last notified address of the intended recipient.
- (c) A notice is deemed to be given:
 - (i) if sent by hand, at the time of delivery;
 - (ii) if sent by facsimile transmission, at the time recorded on the transmission report; and
 - (iii) if sent by security post, at the time that the recipient or its agent acknowledges receipt.
- (d) By-Law 32 (c)(ii) does not apply if:
 - (i) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or
 - (ii) the transmission report of the sender indicates a faulty or incomplete transmission.
- (e) If delivery or receipt is not on a Business Day or if receipt is later than 5.00pm local time at the place of delivery, then the notice is deemed to have been delivered and received on the next Business Day.

33 Restricting Access

33.1 The Owners Corporation may for security reasons or effective control and management of the Strata Scheme:

- (a) close off or restrict access to any part of Common Property that is not required for access to a Lot, and restrict access to any part of Common Property that is required for access to a Lot if alternative access is provided, but excepting always those parts of Common Property that are subject to an easement for public access; and
- (b) restrict by Security Device access to areas or levels of Common Property or the Building where an Owner or Occupier does not own or occupy a Lot or have exclusive use rights over Common Property.

34 Building Services

34.1 The Owners Corporation may:

- (a) appoint a Building Manager to provide the Building Services; and
- (b) enter into a Building Services Agreement with the Building Manager to provide those services.

34.2 The Building Services Agreement may contain such provisions in respect to the term of the agreement, any option term, the remuneration of the Building Manager and the frequency and mechanism for review of the remuneration of the Building Manager as approved by the Owners Corporation and is permitted by the Act and/or any other legislation.

TB

- 34.3 The Building Manager's duties under the Building Services Agreement may include (without limitation) matters such as:
- (a) cleaning services;
 - (b) caretaking services;
 - (c) maintenance, repair and replacement services;
 - (d) garbage services (including collection and removal);
 - (e) gardening services;
 - (f) letting, property management and sales services;
 - (g) supervising employees, contractors and agents of the Owners Corporation;
 - (h) arranging for the provision of services by third party contractors;
 - (i) supervising the provision of services provided by third party contractors;
 - (j) providing and maintaining security keys according to the By-Laws;
 - (k) co-coordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
 - (l) general supervision; and
 - (m) anything else that the Owners Corporation agrees is reasonably necessary for the operation and management of the Strata Scheme.
- 34.4 The Building Services Agreement may include provisions about:
- (a) the manner in which the Building Manager must carry out the services and details of any licence or registration required by the Building Manager;
 - (b) the manner in which employees and contractors are to be engaged;
 - (c) the manner in which the Building Manager may be reimbursed for expenses;
 - (d) whether the agreement may be assigned and, if so, the terms upon which the agreement may be assigned; and
 - (e) if permitted by law (including the Act), an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:
 - (i) the right of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
 - (ii) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.
- 34.5 On the expiration of the Building Services Agreement, the Owners Corporation may enter into a further agreement or agreements with a Building Manager on such terms and conditions as may be agreed between the Owners Corporation and the Building Manager.
- 34.6 The Owners Corporation may, subject to the provisions of the Act, enter into a Building Services Agreement for the period to the first annual general meeting of the Strata Scheme on such terms and conditions as agreed between the Owners Corporation and a Building Manager.
- 34.7 An Owner or Occupier must not interfere with or obstruct the Building Manager from:
- (a) providing the services contemplated by the Building Services Agreement; and
 - (b) using any part of the Common Property in providing the services contemplated by the Building Services Agreement.
- 34.8 An Owner or Occupier may separately contract with the Building Manager to provide services at the sole cost of the Owner or Occupier in respect of their Lot on terms and conditions which those parties may agree provided those terms and conditions do not conflict with the terms of these By-Laws.

35 Control on Hours of Operation and Use of Facilities

- 35.1 The Owners Corporation may make any of the following determinations, if it considers the determination is appropriate for the control, management, administration, use or enjoyment of a Lot or Lots and the Common Property, as to the time and condition for use of:
- (a) facilities situated on the Common Property;
 - (b) services provided to the Owner Corporation; and
 - (c) deliveries to or from a lot or Lots through or on Common Property.

36 Telecommunications Services

- 36.1 Except to the extent permitted by law, the Executive Committee may enter into agreements on behalf of the Owners Corporation to:
- (a) grant to third parties the right to enter into and alter Common Property in order to facilitate and install any structure, cabling, conduit or any other device to supply telecommunications, internet, or cable television services to the Building and the Lots. The right includes a right to build on or add to the Common Property including without limitation any addition on the roof of the Building or the erection of antennae on the Common Property; and

TD

- (b) do all things necessary to empower a member of the Executive Committee or the Strata Manager to negotiate or apply for or procure a third party to apply for any approvals from Council or any Government Agency to facilitate the rights referred to in By-Law 36.1(a).

37 Gas Service

- (a) Each Owner and Occupier has the special privilege to use the Gas Service servicing that Owner or Occupier's Lot.
- (b) Each Owner or Occupier must give the Owners Corporation reasonable access to his or her Lot to maintain, repair or replace the connections to the Gas Service.
- (c) The Owners Corporation must use reasonable endeavours to operate, maintain, repair and replace the Gas Service servicing the Lots.
- (d) The Owner is responsible for the costs of any common gas consumption charges as part of the Gas Service servicing his/her Lot and the costs incurred under By-Law 37(c) (including any amount under By-Law 37(e)) for the Gas Service servicing that Owner's Lot must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.
- (e) The Owners Corporation may enter agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Gas Service servicing the Lots.
- (f) An Owner may allow any Occupier of that Lot to exercise the rights of the Owner under this By-Law. The Owner of the Lot remains liable under these By-Laws for all obligations under this By-Law.

38 Hot Water Service

- (a) Each Owner and Occupier has the special privilege to use the Hot Water System servicing that Owner or Occupier's Lot.
- (b) Each Owner or Occupier must give the Owners Corporation reasonable access to that Owner's Lot to maintain, repair or replace the connections to the Hot Water System.
- (c) The Owners Corporation must use its reasonable endeavours to operate, maintain, repair and replace the Hot Water System.
- (d) The Owners of a Lot is responsible for the costs incurred under By-Law 38(c) (including any amount under By-Law 38(e)) for the Hot Water System servicing that Owner's Lot and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.
- (e) The Owners Corporation may enter agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Hot Water System.
- (f) An Owner of a Lot may allow any Occupier of that Lot to exercise the rights of the Owner under this By-Law. The Owner of the Lot remains liable under these By-Laws for all obligations under this By-Law.

39 Energy Provider

The Owners Corporation may:

- (a) enter into agreements on such terms as it determines with energy providers "**Energy Provider**) to:
- (i) provide an electrical embedded network system, hot water metering system, wi-fi system, single and multi-phase meters, cabling and ancillary equipment (**Network Embedded System**) on Common Property;
- (ii) access, occupy and use Common Property for the purpose of installing and operating a Network Embedded System;
- (b) permit Energy Providers access at all reasonable times to common property to undertake:
- (i) meter reading, servicing, repair, testing, upgrading and maintenance of the Network Embedded System;
- (ii) installation and removal of the Network Embedded System; and
- (iii) marketing and support services to actual and potential customers of the Energy provider.

40 Floor Works

General Requirements

- (1) An Occupier must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission of noise from the floor space of the Lot likely to disturb the peaceful enjoyment of an Occupier of another Lot.

TB

- (2) An Owner must ensure that any Floor Works meet the following minimum requirements:
- (i) Hard floor finishes must achieve a minimum 4-star rating with Australian Association of Acoustical Consultants (AAAC)
 - (ii) Soft floor finishes must achieve a minimum 6-star rating with Australian Association of Acoustical Consultants (AAAC)

Before commencement of the Floor Works

- (3) Before commencement of the Floor Works, an Owner must:
- (i) submit to the Owners Corporation, an **Application To Perform Building Works** as required under **By-law 19 – Building Works**. The application form must specify in detail the Floor Works to be undertaken and the duration of any impact on the Common Property or disruption to Common Property services or access;
 - (ii) lodge the Bond, as required under **By-law 19 – Building Works**, if requested by the Owners Corporation;
 - (iii) provide a complete proposal concerning the Floor Works including, but not limited to:
 - (a) plans and specifications of the proposed works;
 - (b) specifications of any sound rating, type, size together with the manufacturer's or supplier's brochure regarding the same; and
 - (iv) obtain written consent to the date for the commencement of the Floor Works from the Owners Corporation upon satisfaction of its obligations of clause (3)(iii)(a) and (b) above.
 - (v) comply with all other requirements of **By-law 19 – Building Works** in respect of the Floor Works to be undertaken.
- (4) Where an Owner is installing a hard floor surface the Owners Corporation will:
- (i) prior to undertaking the Floor Works, make payment to the Owners Corporation to cover the cost of carrying out the acoustic testing both before and after undertaking the Floor Works, by a qualified acoustic consultant to be nominated by the Owners Corporation.
 - (ii) prior to the undertaking the Floor Works, provide access to their Lot for the purpose of an acoustic engineer undertaking acoustic testing to confirm that the installation of the proposed flooring will meet the required minimum star rating as set out in clause (2) (a) of this by-law before the Owner commences Floor Works. This is to ensure that the Owner will avoid having to remove the Floor Works if not compliant with clause 2 (a) of the by-law.

Undertaking Floor Works

- (5) Whilst the Floor Works are in progress the Owner of the Lot at the relevant time must:
- (i) use duly licensed employees, contractors or agents to conduct the Floor Works;
 - (ii) ensure the Floor Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards (except with respect to the minimum star rating as specified in clause (2) above will apply;
 - (iii) effect and maintain Works Insurance and provide a copy to the Owners Corporation;

TB

- (iv) ensure the Floor Works are carried out expeditiously and with a minimum of disruption;
- (v) carry out the Floor Works between the hours permitted by local council. No Floor Works are to be carried out on a Sunday or public holiday unless they are silent works;
- (vi) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation;
- (vii) not allow tradesperson and contractors at any time to park on Common Property without the written consent of the Owners Corporation;
- (viii) not allow waste bins or skips to be placed on or near the Common Property without the prior written consent of the Owners Corporation;
- (ix) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Floor Works to be conducted on the Common Property;
- (x) protect all affected areas of the Building outside the Lot from damage relating to the Floor Works or the transportation of construction materials, equipment and debris;
- (xi) ensure that the Floor Works do not interfere with or damage the Common Property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (xii) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (xiii) observe all the other by-laws applicable to the strata scheme at all times, and specifically **By-law 19 – Building Works**.

After Floor Works are Undertaken

- (6) After the Floor Works have been completed the Owner must without unreasonable delay:
 - (i) notify the Owners Corporation that the Floor Works have been completed;
 - (ii) notify the Owners Corporation that all damage, if any, to Lot and Common Property caused by the Floor Works and not permitted by this by-law has been rectified;
 - (iii) provide access to their Lot for the purpose of an acoustic engineer undertaking acoustic testing to demonstrate that this by-law has been complied with, should the owners corporation receive a complaint from a surrounding lot relating to noise transmission.
- (7) Where the Owner fails to be compliant with clause 2 of the by-law, the Owner must within 21 days of notice from the Owners Corporation, rectify the acoustic issue, pay any additional costs for tests or assessments and provide access to the Lot for the Owners Corporation to complete relevant acoustic testing.

General Conditions

(8) The Owner must:

- (i) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Floor Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements.
- (ii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (iii) comply with the provision of the Home Building Act 1989.

(9) The Floor Works must:

- (i) be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
- (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.

Owner's Obligations

(10) An Owner must:

- (i) properly maintain, replace and keep in good and serviceable repair any Floor Works installed by them;
 - (ii) properly maintain and upkeep those parts of the Common Property in contact with the Floor Works;
 - (iii) repair and/or reinstate the Common Property or personal property of the Owners Corporation to its original condition if the Floor Works are removed or relocated; and
 - (iv) indemnify and keep indemnified the Owners Corporation against any costs of losses arising out of the installation, use, repair, replacement or removal of any Floor Works including any liability in respect of the property of the Owner.
 - (v) indemnify and keep indemnified the Owners Corporation against liability under section **122 (6)** of the **Strata Schemes Management Act 2015** in respect of repair of the Common Property attached to, or only accessible from, the Floor Works.
- (11) No matter if **By-law 19 - Building Works** is repealed or amended, the Owner shall always remain responsible for the cost of installing, repairing, maintaining and replacing (when necessary) the Floor Works undertaken pursuant to this by-law.

Breach of By-law

(12) If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:

- (i) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (ii) apply the Bond towards costs incurred by the Owners Corporation to carry out that work;

- (iii) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
- (iv) recover any costs from the Owner as a debt due.

Removal of Floor Works

- (13) If an Owner desires to remove the Floor Works installed under this by-law (or otherwise), the provisions of clauses (1) and (2) above also apply in relation to that removal.
 - (i) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
 - (ii) apply the Bond towards costs incurred by the Owners Corporation to carry out that work;
 - (iii) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
 - (iv) recover any costs from the Owner as a debt due.
- (14) If an Owner desires to remove the Floor Works installed under this by-law (or otherwise), the provisions of clauses (1) and (2) above also apply in relation to that removal.

41 Car Wash Bay

- 41.1 An Owner or Occupier, may use any area designated as a car wash bay only:
- (a) for washing private motor vehicles only;
 - (b) for no more than one (1) hour at a time before allowing others waiting to have a turn of using the car wash bay; and
 - (c) in accordance with the Rules current from time to time; and
 - (d) must leave such car wash bay in a tidy state after use.

By-Law 42 – Common Property Storage Spaces (AN409539T)

- (1) This Common Property Rights By-law is made for purpose of managing, regulating and controlling the use of the Common Property Storage Spaces located in the basement level on the strata scheme as identified in the Licence Agreement set out in this By-law.
- (2) This Common Property Rights By-law confers on an owner or occupier of the strata scheme special privileges to use a Common Property Storage Space as specified in the Licence Agreement set out in this By-law.
- (3) The strata committee is empowered to enter into a Licence Agreement with an owner or occupier of the strata scheme on behalf of the owners corporation.
- (4) The Licence Agreement shall be assigned to an owner or occupier of the scheme on a first come first serve basis.
- (5) The Annual Licence Fee shall be determined by a market valuation obtained by the strata committee.
- (6) The strata committee is empowered to amend and alter the terms and conditions of the Licence Agreement from time to time as required.
- (7) The owners corporation acknowledge that Common Property Storage Spaces 153, 154 and 155 as identified in the Licence Agreement are subject to a separate special common property rights by-law and that these Common Property Storage Spaces cannot be assigned to an owner or occupier of the strata scheme until such time as the special privileges conferred under that special common property rights by-law are terminated in accordance with the terms and condition of that by-law.

TB

Licence Agreement for use of Common Property

THIS LICENCE is made on the day of the year

BETWEEN: THE OWNERS – STRATA PLAN NO 94606 of 101 LORD SHEFFIELD
CCT, PENRITH 2750 in the State of New South Wales ("**The Owners Corporation**")

AND: THE OWNER/S or OCCUPIER/S OF LOT being [FULL NAME]
in STRATA PLAN NO 94606 ("**Licensee**")

1. BACKGROUND

- 1.1 The Owners Corporation is an owners corporation created under Strata Plan No.94606.
- 1.2 The Licensee is assigned special privileges to use that part of the common property on the strata plan as described in the Schedule as the licensed area ("**Licensed Area**").
- 1.3 The Strata Committee of the Owners Corporation has exercised its powers to assign this Licence under a common property rights by-law and the terms and conditions in this Licence.

2. WHAT IS AGREED?

- 2.1 The Owners Corporation grants to the Licensee as from the commencement date set out in the Schedule the special privileges to use and enjoy the Licensed Area to the exclusion of all members of the Owners Corporation and all other persons subject to the terms, covenants, conditions and restrictions contained in this Licence.
- 2.2 The Licensee must pay the Owners Corporation an Annual Licence Fee and this amount is payable in one [1] annual instalment in advance by invoice of the Owners Corporation.
- 2.3 By signing this licence the Licensee:
 - 2.3.1 Acknowledges that the Licensee is aware of and bound by the terms and conditions of this Licence;
 - 2.3.2 Confirms that the Licensee will acquaint each person who will use the Licensed Area under this Licence with the terms and conditions; and
 - 2.3.3 Warrants that each such person will observe the terms and conditions of the Licence.

3. TERMS AND CONDITIONS

- 3.1 The **Annual Licence Fee** is set out in the Schedule. The payment made for each year is non-refundable.
- 3.2 The **Licensed Area** is the location specified in the Schedule.
- 3.3 The **License Period** is set out in the Schedule and is subject to the terms, covenants, conditions and restrictions contained in this Licence. The Licence shall roll over automatically upon payment of the Annual Licence Fee.
- 3.4 The Licence shall only be terminable by the Licensee providing one [1] month's written notice of termination or by a resolution passed by the majority of strata committee of the Owners Corporation at a Strata Committee Meeting.
- 3.5 The Licensee must use the Licensed Area for the sole purpose of a storage area for personal property and for no other purpose.
- 3.6 The Licensee may, as a form of screening, install black shade cloth inside the Licensed Area.
- 3.7 The Licensee must not:
 - 3.7.1 use or permit the Licensed Area to be used for the storage of commercial or trade items, or for commercial purposes;
 - 3.7.2 lease, licence or otherwise permit occupation of the Licensed Area by a person who is not an Owner or Occupier of the Lot to which the Licensed Area relates;
 - 3.7.3 except as otherwise provided in these by-Laws, enclose, seal or permit the enclosure or sealing of the Licensed Area attaching to an Owner or Occupier's Lot;
 - 3.7.4 except as otherwise provided in these By-Laws, affix any item to the Licensed Area;
 - 3.7.5 cover, block or restrict fire sprinkler heads within the Licensed Area;
 - 3.7.6 interfere with, damage or store any materials likely to hinder, restrict or cause damage to, Services or pipes, conduits, other transmission lines or Services infrastructure supplying Services;
 - 3.7.7 do or permit to be done on the Licensed Area anything illegal or which may be a nuisance or annoyance to members of the Owners Corporation or occupiers of any other units of the Plan;

TB

- 3.7.8 except with the prior written approval of the Owners Corporation, use or store on the Licensed Area any inflammable chemical, liquid or gas or other inflammable material;
- 3.7.9 erect any structure upon the Licensed Area without the prior written approval of the Owners Corporation; and
- 3.7.10 store any items against or in close proximity to any area classified as a wet wall area.
- 3.8 The Licensee must:
 - 3.8.1 Comply with all the by-laws applicable to the Owners Corporation and the Licensee must comply with all directions of the strata committee of the Owners Corporation in relation to the use of the Licensed Area;
 - 3.8.2 Indemnify the Owners Corporation against all actions, claims, demands and damages whether in respect of damage to property, personal injury or otherwise and including all reasonable and proper legal costs (and other expenses suffered or incurred by the Owners Corporation) which any person or company may at any time have or may bring or claim against the Owners Corporation by reason of or caused or aggravated by or relating to the use of the Licensed Area by the Licensee;
 - 3.8.3 Keep the Licensed Area in a good and tenable repair and in a clean and tidy state;
 - 3.8.4 Keep the Licensed Area free from vermin;
 - 3.8.5 Ensure a minimum clearance of 500mm from the fire sprinkler heads and pipes, conduits, other transmission lines, or Services infrastructure supplying Services; and
 - 3.8.6 Allow the strata committee of the Owners Corporation to access any part of the Licensed Area at any time for the purpose of inspecting it, doing any necessary repairs or for any other purpose specified by the Owners Corporation.
- 3.9 This Licence is a personal licence granted to the Licensee for the Licensee's personal use and the Licence cannot be transferred to any other person.
- 3.10 The Licensee is not entitled to exclusive possession of the Licensed Area.
- 3.11 The Owners Corporation shall not be responsible for:
 - 3.11.1 anything stolen from the Licensed Area; or
 - 3.11.2 damage to any articles or items on or about the Licensed Area or Common Property.
- 3.12 All amounts payable in connection with or under this Agreement, including Annual Licence Fees, shall be a debt payable to the Owners Corporation and the Licensee acknowledge that the Owners Corporation may invoice the Licensee for all amounts payable, at such a time as the Owners Corporation determines at its discretion.
- 3.13 The Owners Corporation is entitled to deny the Licensee use of the Licensed Area if the Annual Licence Fee is not paid within three (3) months of the issue of an invoice from the Owners Corporation.
 - 3.13.1 The Owners Corporation is entitled to deny the Licensee use of the Licensed Area if the Licensee is in breach of any of the covenants set out in this Licence Agreement provided that the breach has continued for a period of one (1) month after the Licensee has received a notice in writing from the Owners Corporation telling the Licensee of the breach and requiring the Licensee to rectify that breach within that period and the Licensee has failed to do so.
- 3.14 Any notice served under this Licence Agreement on the Licensee will be sufficiently served if addressed to the Licensee and delivered at or posted by security post to the address of the Licensee in New South Wales last known to the Owners Corporation. Any notice sent by post will be taken to have been given 48 hours after posting.
- 3.15 The Licensee shall agree on acceptance of this Licence Agreement to be bound by the terms and conditions of this Licence.

TLS

EXECUTED unconditionally as an Agreement.

Member of strata committee

Signature of Witness

Name:

Print name of Witness

Date

.....

Member of strata committee

Signature of Witness

Name:

Print name of Witness

.....

Date

Being persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the fixing of the seal.

Seal of the Owners – Strata Plan No 94606

Signature of Licensee

Signature of Witness

Name:

Name:

SCHEDULE

Licensee: The Owner/s of Lot X

Licensed Area: The area to be used for personal storage in the Basement Area identified as **153B, 156, 156B, 157, 158, 158B, 159, 160, 161 & 162** on the attached diagram marked "Annexure A".

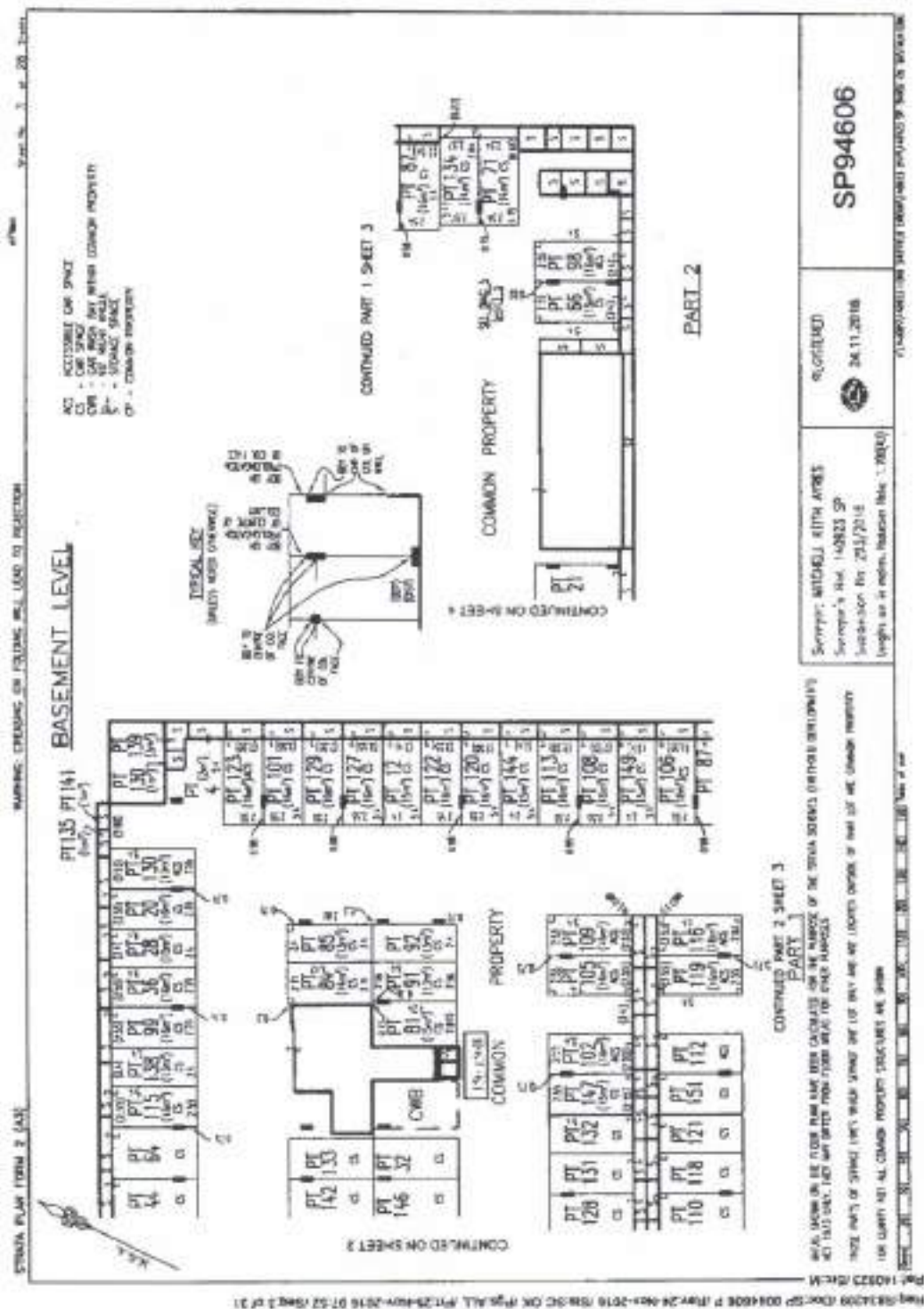
Commencement date: The XXXday of MONTH of the year 20[XX].

Annual Licence Fee (excl. GST): \$(XXXX) [\$XXX per annum]

Licence Period: One [1] year



TIS



By-Law 43 – Lot 52, 101 and 143 Storage Space (AN409539T)**Purpose of By-law**

- (1) This common property rights by-law confers on the Owner of each respective Lot, Special Privileges to use part of the common property for the benefit of that Owner and assigns responsibility for part of the common property for which the Special Privileges are conferred, in accordance with the conditions in this common property rights by-law.

Defined Terms and Interpretation

- (2) **"Lot"** is lot 52, 101, & 143 on the strata scheme.
- (3) **"Owner"** means the owner or owners of the Lot at the time this by-law was registered and is named in clause (4) of this by-law.
- (4) **"Special Privileges"** means the privilege to use part of the common property as set out below, and as identified in the marked Basement Level Plan attached to this common property rights by-law and marked "Annexure A" –

Common Property Storage Space marked "153" is	Janet Virginia Gamarra Rupa	Lot 52 (A704) on the Strata Plan
Common Property Storage Space marked "154" is	Xueyue Lin	Lot 143 (D302) on the Strata Plan 94606
Common Property Storage Space marked "155" is	Mr & Ms E Tuangui	Lot 101 (C304) on the Strata Plan 94606

- (5) In this common property rights by-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this common property rights by-law;
 - (b) words importing the singular include the plural and visa versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (6) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this common property rights by-law prevails.

Grant of Special Privileges

- (7) On the conditions set out in this common property rights by-law, the Owners Corporation provides its consent for the Special Privileges granted to each respective Owner.

CONDITIONS**Compensation for Use of Common Property Storage Space**

- (8) Each respective Owner and the Owners Corporation accept that there is no compensation payment to be made for the use of the Common Property Storage Space assigned under this by-law.
- (9) Each respective Owner agrees that upon the assignment of the Common Property Storage Space, their existing lot storage space will be locked by the Owners Corporation to ensure that the owner does not have the advantage of the use of two storage spaces at no additional cost.

Termination of Use of Common Property Storage Space

- (10) Each respective Owner acknowledges that the Special Privileges conferred under this by-law terminates on the sale of their Lot.
- (11) Each respective Owner on the sale of their Lot must remove all items stored in the Common Property Storage Space and reinstate the Common Property Storage Space to the condition it was in when assigned under this by-law.
- (12) If the Owner does not remove any items stored in the Common Property Storage Space within fourteen (14) days of notification of sale of their Lot, the Owners Corporation is empowered to treat those items as abandoned goods and dispose of those items accordingly.

Use of Common Property Storage Space

- (13) The Owner of each respective Lot must use the Common Property Storage Space for the sole purpose of a storage area for personal property and for no other purpose.

- (14) The Owner of each respective Lot may, as a form of screening, install black shade cloth inside the Common Property Storage Space.
- (15) The Owner of each respective Lot must not:
- (a) use or permit the Common Property Storage Space to be used for the storage of commercial or trade items, or for commercial purposes;
 - (b) lease, licence or otherwise permit occupation of the Common Property Storage Space by a person who is not an Owner or Occupier of the Lot to which the Common Property Storage Space relates;
 - (c) except as otherwise provided in these By-laws, enclose, seal or permit the enclosure or sealing of the Common Property Storage Space attaching to the Owner's Lot;
 - (d) except as otherwise provided in these By-Laws, affix any item to the Common Property Storage Space;
 - (e) cover, block or restrict fire sprinkler heads within the Common Property Storage Space;
 - (f) interfere with, damage or store any materials likely to hinder, restrict or cause damage to, Services or pipes, conduits, other transmission lines or Services infrastructure supplying Services;
 - (g) do or permit to be done on the Common Property Storage Space anything illegal or which may be a nuisance or annoyance to members of the Owners Corporation or occupiers of any other lot;
 - (h) except with the prior written approval of the Owners Corporation, use or store on the Common Property Storage Space any inflammable chemical, liquid or gas or other inflammable material;
 - (i) erect any structure upon the Common Property Storage Space without the prior written approval of the Owners Corporation; and
 - (j) store any items against or in close proximity to any area classified as a wet wall area.
- (16) The Owner of each respective Lot must:
- (a) Comply with all the by-laws applicable to the strata scheme and the Owner must comply with all directions of the strata committee of the Owners Corporation in relation to the use of the Common Property Storage Space;
 - (b) Indemnify the Owners Corporation against all actions, claims, demands and damages whether in respect of damage to property, personal injury or otherwise and including all reasonable and proper legal costs (and other expenses suffered or incurred by the Owners Corporation) which any person or company may at any time have or may bring or claim against the Owners Corporation by reason of or caused or aggravated by or relating to the use of the Common Property Storage Space by the Owner of each respective Lot ;\
 - (c) Keep the Common Property Storage Space in a good and tenable repair and in a clean and tidy state;
 - (d) Keep the Common Property Storage Space free from vermin;
 - (e) Ensure a minimum clearance of 500mm from the fire sprinkler heads and pipes, conduits, other transmission lines, or Services infrastructure supplying Services; and
 - (f) Allow the strata committee of the Owners Corporation to access any part of the Common Property Storage Space at any time for the purpose of inspecting it, doing any necessary repairs or for any other purpose specified by the Owners Corporation.
- (17) Each respective Owner acknowledges that the Owner is not entitled to exclusive possession of the Common Property Storage Space.
- (18) Each respective Owner acknowledges that Owners Corporation shall not be responsible for:
- (a) anything stolen from the Common Property Storage Space; or
 - (b) damage to any articles or items on or about the Common Property Storage Space or Common Property.
- (19) The Owners Corporation is entitled to deny the Owner of each respective Lot use of the Common Property Storage Space if the Owner of each respective Lot is in breach of any of the covenants set out in this by-law provided that the breach has continued for a period of one (1) month after the Owner of each respective Lot has received a notice in writing from the Owners Corporation telling the Owner of each respective Lot of the breach and requiring the Owner of each respective Lot to rectify that breach within that period and the Owner of each respective Lot has failed to do so.

TB

Special By-Law 1 – Short-Term Letting

SECTION ONE - GENERAL

1.1 Type of by-law

This by-law is made in accordance with sections 143 and 141 of the *Strata Schemes Management Act 2015* (NSW) (as amended or replaced from time to time).

SECTION TWO - DEFINITIONS

1.2 Definitions

In this by-law, these terms (in any form) mean:

Lot where used in this by-law, means a lot in the Strata Plan.

Occupier means the occupier, lessee or licensee of the Lot for the time being (not being the Owner of the Lot).

Owner means the owner for the time being of the Lot and includes any mortgagee in possession. Where there is more than one owner, the expression includes each of those owners jointly and severally.

Owners Corporation means the owners corporation created on registration of the Strata Plan.

Short-Term Letting means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the regulations to be a short-term rental accommodation arrangement.

Strata Plan means strata plan registered number 94606.

SECTION THREE – RESTRICTIONS

1.3 Restrictions of short-term letting

- (a) The Owner or Occupier is not permitted to use their Lot for Short-Term Letting unless the Lot is the principal place of residence of the Owner or Occupier who is granting the right to occupy the Lot.
- (b) The Owner or Occupier is permitted to use their Lot for Short-Term Letting provided that the Lot is the principal place of residence of the Owner or Occupier who is giving the right of occupation.

Special By-Law 2 – Window Safety Devices

SECTION ONE – GENERAL

1.1 Type of by-law

This by-law is made in accordance with sections 143 and 141 of the *Strata Schemes Management Act 2015* (NSW) (as amended or replaced from time to time).

SECTION TWO – DEFINITIONS

1.2 Definitions

TB

1.3 In this by-law, these terms (in any form) mean:

Authority means an authority of any kind and includes local government, semi-government and federal and state government authorities.

Building means the building or buildings within the Parcel.

Common Property means so much of the Parcel as from time to time is not comprised in any Lot.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lot where used in this by-law, means a lot in the Strata Plan.

Occupier means the occupier, lessee or licensee of the Lot for the time being (not being the Owner of the Lot).

Owner means the owner for the time being of the Lot and includes any mortgagee in possession. Where there is more than one owner, the expression includes each of those owners jointly and severally.

Owners Corporation means the owners corporation created on registration of the Strata Plan.

Remedial Works means repair, maintenance, removal or replacement of the Window Safety Device and any other item installed as part of the Works, and/or Common Property affected by the Works.

Strata Plan means strata plan registered number 94606.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

Window means the following:

- (a) a Common Property window in a Lot that can be opened;
- (b) the lowest level of the window opening is less than 1.7m above the surface of any internal floor of the Lot; and
- (c) that internal floor is 2m or more above the external surface of the ground below the window.

An illustration of the above is **attached to this by-law and marked Annexure "A"**.

Window Safety Device means a device meeting the following description that is capable of resisting an outward horizontal action of 250 newtons (or 25.5 kilogram force):

- (a) a child safety device including but not limited to a child safety lock and stopper that limits the maximum Window opening to 12.5cm or bars or grills that have gaps no bigger than 12.5cm;
- (b) the device is robust and childproof; and
- (c) excludes ordinary flyscreens.

Works means the installing of affixing of a Window Safety Device on a Window in accordance with the NSW Fair Trading Window Safety Device Requirements Fact Sheet **attached to this by-law and marked Annexure "B"**.

SECTION THREE – CARRYING OUT THE WORK

1.4 Carrying out the Work and/or Remedial Work

- (a) The Owner is responsible for carrying out the Works and/or Remedial Works in their Lot and will pay the Costs of carrying out the Works and/or Remedial Works.
- (b) The Owner is responsible for and must carry out Remedial Works when and where necessary.
- (c) The Owner must not remove or interfere with any existing locks and/or stoppers. Any locks and/or stoppers which have been removed or damaged must be replaced immediately at the Owner's cost.
- (d) When carrying out the Works and/or Remedial Works, the Owner must:
 - (i) ensure the Work and/or Remedial Works is carried out in a proper and workmanlike manner;
 - (ii) use only qualified and where appropriate, licensed tradesmen;
 - (iii) ensure the Works and/or Remedial Works is carried out without undue delay;
 - (iv) ensure no materials, tools, rubbish or debris are left lying about the Building;
 - (v) cause as little disturbance as is practicable to other Owners and Occupiers;
 - (vi) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
 - (vii) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
 - (viii) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage;
 - (ix) transport all construction material, equipment, debris and other material, in the manner and at the times directed by the Owners Corporation;
 - (x) protect all affected areas of the Building outside the Lot from damage by the Remedial Work or the transportation of construction material, equipment, debris and other material; and
 - (xi) only perform the Works and/or Remedial Works within the times permitted by any Development Consent, but in any event not before 7:00am Monday to Friday and not after 5:00 pm Monday to Friday (or such other times as may be determined by the Owners Corporation from time to time).
- (e) If Common Property is damaged due to the Works and/or Remedial Works, the Owner will pay the Costs of rectifying the damage.
- (f) The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as part of the Works and/or Remedial Works in the event they do not comply with the requirements of this by-law.

1.5 Indemnity

The Owner agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses and expenses incurred by the Owners Corporation:

- (a) in connection with the Works and/or Remedial Works; and

- (b) arising out of damage to property (including without limitation the Common Property) or injury to persons as a result of carrying out the Works and/or Remedial Works or resulting from the Works and/or Remedial Works once installed.

1.6 Right in Owners Corporation to remedy

At its election, the Owners Corporation may:

- (a) perform any obligation on the Owner in this by-law which the Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the same rate per annum as unpaid levies, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

SECTION FOUR – REPAIR AND MAINTENANCE

1.7 Owner's obligations

The Owner is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, those parts of the Work which are attached to or form part of the Common Property.

Annexure A

**This window needs
a safety device**

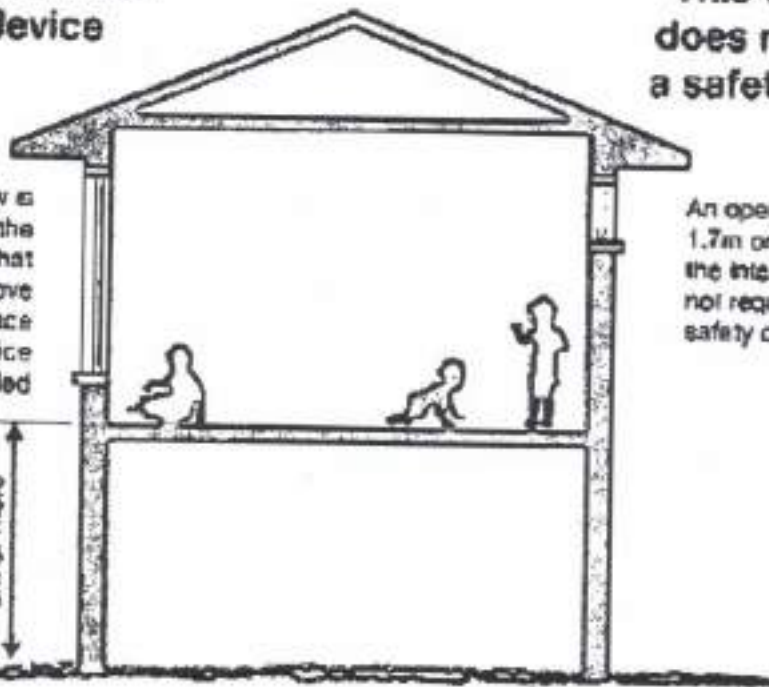
If an openable window is less than 1.7m above the internal floor, and that floor is 2m or more above the external surface outside, a safety device must be installed

2m or more

external surface

**This window
does not need
a safety device**

An openable window 1.7m or higher above the internal floor does not require a window safety device



Annexure "B"

FACT SHEET

July 2017

Window safety device requirements

In strata schemes

To prevent children falling from windows, all strata buildings in NSW must be fitted with devices that enable the maximum window openings to be limited to 12.5cm. Owners corporations must have devices installed on all common property windows above the ground floor by 13 March 2018. The safety devices must be robust and childproof.

Residents will still be able to open their windows. However, they will have the security of knowing that when the devices are engaged, children will be protected.

Are there any alternatives to locks?

The alternative is security screens, such as bars or grills on the windows so long as they have gaps no bigger than 12.5cm. Flyscreens do not comply unless they are the reinforced security type and capable of resisting the very strong outward pressure which would prevent a child falling through.

For a handy window safety product guide, visit the Kids Don't Fly page on the Kids Health website at www.kidshealth.schn.health.nsw.gov.au. Information is provided in 11 languages.

Which windows does this apply to?

The laws apply to openable windows more than 2m above the ground floor outside and within a child's reach (less than 1.7m above the inside floor) – see the diagram below.

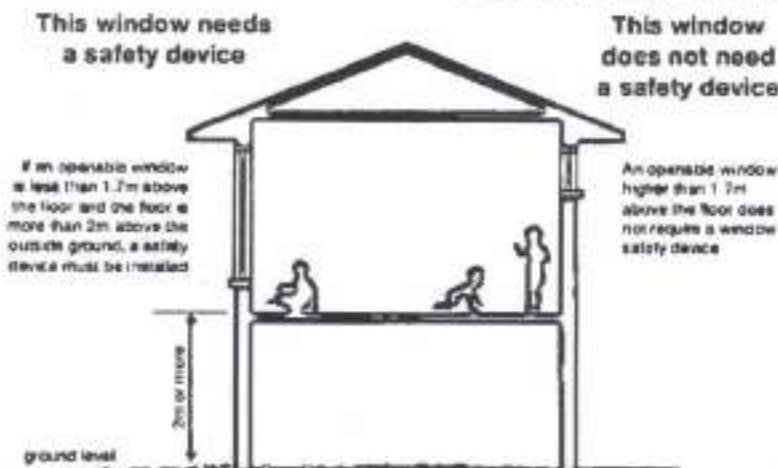
The details are explained in the Strata Schemes Management Regulation 2016.

When do the locks need to be installed?

If the window safety requirements are not met by 13 March 2018, owners corporations face fines. Leaving it to the last minute places your scheme at risk of not complying by the due date and leaves young children vulnerable to falls from windows in your scheme.

Lot owners may install a window safety device in their property at any time, letting the owners corporation know. Tenants must get written permission from their landlord before installing locks that require drilling. Landlords cannot refuse a tenant's request unless they have a very good reason.

Watch our 'Window locks and your rights' video for details on your rights and obligations as a tenant, landlord or strata owner when it comes to installing locks, available from our website and YouTube channel.



www.fairtrading.nsw.gov.au

NSW Fair Trading

Will this mean the windows will never be able to open?

No. A window lock that allows the window to be fully opened, fully closed and also locked at 12.5cm complies with the legislation. When children are in the unit or townhouse, or on all common access areas such as stair landings, it makes sense to engage the locks at 12.5cm or less at all times to prevent falls.

How can we arrange for locks in our scheme that won't cost a fortune?

Window safety devices can be easy and cheap to install. It is not necessary to hire a consultant to do an initial assessment. Owners corporations may simply get quotes from a range of appropriately qualified tradespeople and then choose the best one. Refer to our short 'Window locks save lives' video series including a step-by-step DIY video 'How to install window locks', available from our website and YouTube channel.

If the windows have grills over them, do they still need locks?

If the grills or bars over the windows are no more than 12.5cm apart in width then they may comply with the regulation. The law requires the window safety devices to be robust and childproof. Remember, ordinary flyscreens do not comply as they are not strong enough to stop a child falling through a window and can provide a false sense of security.

Will the safety devices be included in the Tenancy Condition Report?

Landlords and tenants entering into a new tenancy agreement must use an up-to-date Residential Tenancy Condition Report which lists window safety devices. You can download the new condition report from the Forms page.

Where can I get more information?

If you are a renter, go to the Asking to make an alteration page for information about making minor changes to your home including installing window locks.

If you are a landlord, go to the Alteration requests from your tenant page for more information.

If you own a strata unit, more information about your rights and responsibilities is available from the Repairs and maintenance in a strata scheme page.

If you need more details about the laws, you can refer to the *Strata Schemes Management Act 2015* No 138 or call us on 13 32 20.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 426
Language assistance 13 14 30

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

© State of New South Wales (NSW Fair Trading), 2017
The State of New South Wales, acting through NSW Fair Trading, supports and encourages the reuse of its publicly funded information. This publication is licensed under the Creative Commons Attribution 4.0 licence. For more information visit fairtrading.nsw.gov.au/copyright page.

www.fairtrading.nsw.gov.au



Fair
Trading

The seal of The Owners-Strata Plan No 94606 was affixed on ...18 March 2021.. in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature(s):

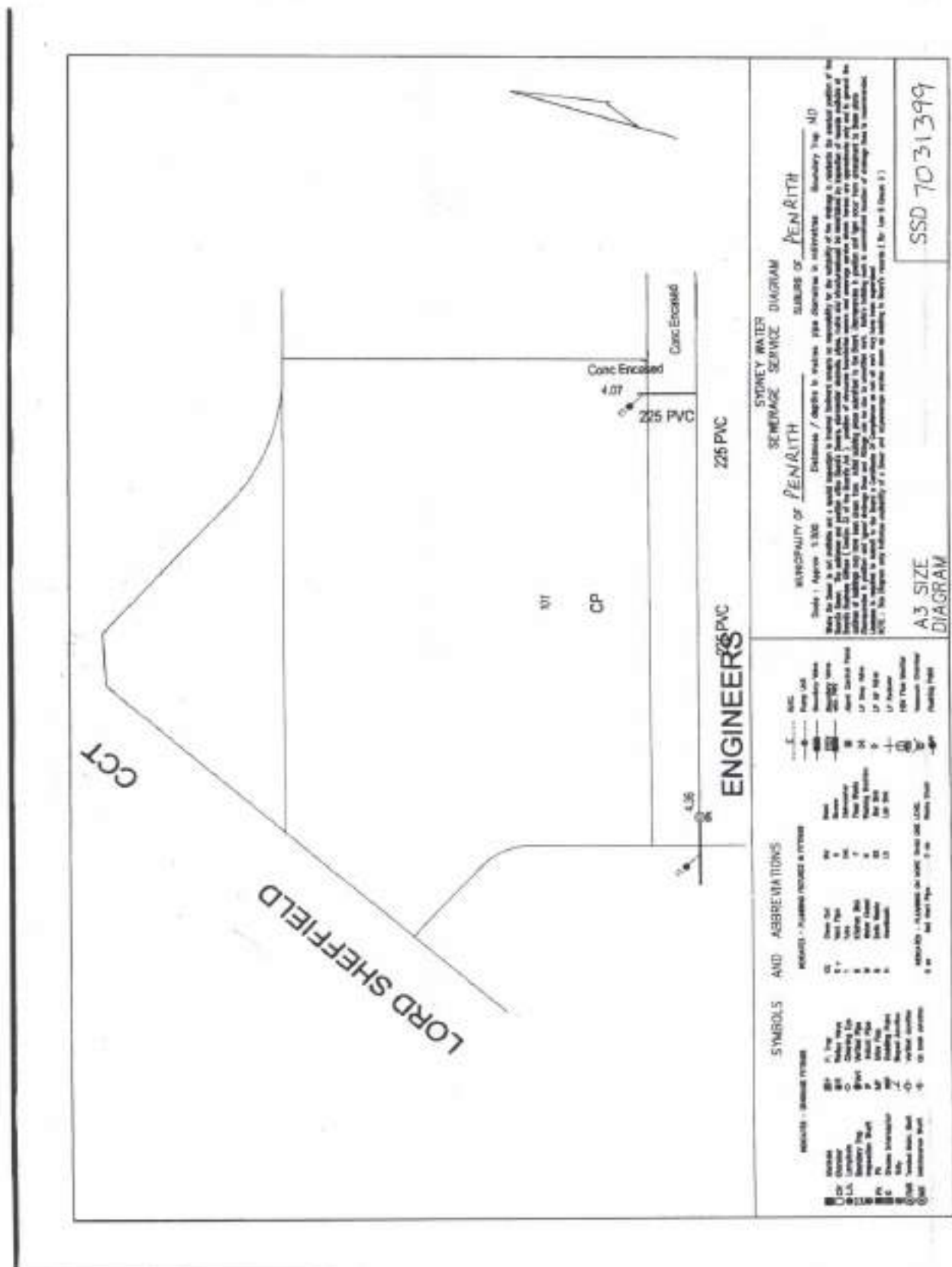
Name(s) [use block letters]: ...TREVOR BRIGHT.....

Authority:.....STRATA MANAGING AGENT.....



Sewer Service Diagram

Application Number: 8001100450



Document generated at 02-10-2021 05:40:06 PM

Disclaimer

Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)	225 PVC	Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)	L7	Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section	Concrete Encased		
Terminal Maintenance Shaft	TM		
Maintenance Shaft	MS		
Rodding Point			
Lamphole			
Vertical			
Pumping Station	SP0682		
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	200 PVC
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
		Private Mains	
		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
---	--

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in *italics* is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under s14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other party;
<i>settlement cheque</i>	an unendorsed cheque made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a bank and drawn on itself; or • if authorised in writing by the vendor or the vendor's solicitor, some other cheque;
<i>solicitor</i>	In relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice served by the party;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's solicitor for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 Normally, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor serves notice of intention to *rescind*; and
- 7.1.3 the purchaser does not serve notice waiving the claims *within* 14 days after that service; and
- 7.2 if the vendor does not *rescind*, the parties must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the parties or if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a party (in the latter case the parties are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the parties in the same proportion as the amount held is paid; and
- 7.2.6 if the parties do not appoint an arbitrator and neither party requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor serves a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not serve a notice waiving the *requisition* *within* 14 days after that service.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by serving a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a party can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by serving a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 Normally, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 Normally, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the parties agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter within 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 Normally, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a GSTRW payment the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a GSTRW payment notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a settlement cheque for the GSTRW payment payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the settlement cheque to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the GSTRW payment and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the adjustment date after which the purchaser will be entitled and liable.
- 14.2 The parties must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under legislation, the parties must on completion adjust the reduced amount.
- 14.4 The parties must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the adjustment date –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the parties must adjust it on a proportional area basis.
- 14.6 Normally, the vendor can direct the purchaser to produce a settlement cheque on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the cheque must be forwarded to the payee immediately after completion (by the purchaser if the cheque relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the adjustment date, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the adjustment date.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *deposit holder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract – that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
- 16.11.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to the obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the property is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 normally, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the property is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 If the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after service of the purchaser's part.
- 27.4 If consent is refused, either party can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can *rescind within 7 days* after receipt by or service upon the party of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either party can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a party, then it benefits only that party.
- 29.4 If anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can *rescind* under this clause only if the party has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a party who has the benefit of the provision, the party can *rescind* *within* 7 days after either party serves notice of the condition.
- 29.7 If the parties can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a party who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a party who has the benefit of the provision can *rescind* *within* 7 days after either party serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either party serving notice of the event happening;
 - every party who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the parties cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either party can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either party can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either party serves notice of the event happening.
- 29.9 A party cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a party serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each party must –
- bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the parties must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the parties otherwise agree;
- 30.4.4 a party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one party to another party in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that party at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the party required to serve it.
- 30.5 Normally, the vendor must within 7 days of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion, and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must within 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the parties must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

206/101C LORD SHEFFIELD CIRCUIT PENRITH NSW 2750

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AN409539T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP94606	
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/1591
	CODE CH	

- (C) The Owners-Strata Plan No. 94606 certify that a special resolution was passed on 28/3/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No.
Added by-law No. 42 & 43
Amended by-law No.
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 94606 which includes new Added By-law No. 42 & 43 starting from Page 19 of 31 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1
- (G) The seal of The Owners-Strata Plan No. 94606 was affixed on 4 June 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

Signature:

Name:

Authority:



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 94606

INDEX OF BY-LAWS

1. Definitions
2. Interpretation
3. The By-Laws and Compliance
4. Non Compliance with By-Laws
5. Behaviour Within the Strata Scheme
6. Behaviour of Invitees
7. Permitted Usage
8. Security Devices & Access
9. Parking, Loading & Traffic Control
10. Storage Space
11. Storage of Liquids & Materials
12. Window & Floor Coverings
13. Cleaning Windows, Doors
14. Air-Conditioning
15. Balconies, Courtyards & Lot Gardens
16. Other Obligations on the Owner or Occupier
17. Fire, Health & Safety Regulations in the Strata Scheme
18. Damage to Common Property
19. Alterations and Works
20. Work Health and Safety
21. Displaying a Sign or Advertisement
22. Keeping Animals
23. Naming the Strata Scheme
24. Sale or Leasing of Lots
25. Common Property
26. Rules
27. Building Security
28. Provision of Amenities or Services
29. Refurbishment of Common Property
30. Access for Meter Reading and Fire Safety Compliance
31. Garbage Disposal
32. Notices
33. Restricting Access
34. Building Services
35. Control on Hours of Operation and Use of Facilities
36. Telecommunications Services
37. Gas Service
38. Hot Water Service
39. Energy Provider
40. Floor Works
41. Car Wash Bay
42. Common Property Storage Spaces
43. Lot 52, 101 and 143 Storage Space

The seal of The Owners-Strata Plan No 94606 was affixed on ...4 June 2018..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): TREYOR BRIGHT

Name(s) (use block letters): TREYOR BRIGHT

Authority: STRATA MANAGING AGENT



Terms of By-Laws

1. Definitions

In this document the following words have the following meanings ascribed to them unless the context otherwise so requires. Any words not listed are deemed to have the same meaning as in the Act.

Act is the *Strata Schemes Management Act 1996* (NSW) and any amendment or re-enactment thereof.

Approved Form means the form approved by the executive committee from time to time.

Authority means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the local council.

Bond means the bond being a bank cheque in the amount of \$1,000.00 made payable to the Owners Corporation.

Building means the buildings being the subject of the Strata Scheme.

Building Manager means a manager (if any) appointed under By-Law 34.

Building Services means the services to be provided by a Building Manager for the Owners Corporation including without limitation the services described in By-Law 34.2 and 34.3.

Building Services Agreement means the agreement for the provision of the Building Services referred to in By-Law 34.1.

Business Day means any day Monday to Friday inclusive that is not a public holiday in Sydney, New South Wales.

By-Laws are the by-laws governing the Strata Scheme and any ancillary rules which the Owners Corporation makes from time to time.

Carspace means that area designated on the Strata Plan as a car space.

Certifier means a principal certifying authority, accredited certifier or consent authority as defined in the *Environmental Planning and Assessment Act 1979*.

Common Property is the area allocated as the common property of the Strata Scheme.

Council is Penrith City Council and its successor.

Developer is Thornton North Penrith Pty Limited (ACN 600 628 644) as Trustee for Thornton North Penrith Unit Trust.

Easements means an easement, positive covenant or restriction on use affecting the Land or Building (including any Lot or the Common Property) in effect from time to time.

Executive Committee means the executive committee of the Owners Corporation.

Flooring Works means the removal and installation of a cover to the floor space within a Lot but excludes floor space in a kitchen, laundry, lavatory or bathroom.

Garbage is any item of garbage, waste, recyclable material or other goods whatsoever of which an Owner or Occupier intends for disposal.

Gas Service means any system for the reticulation of natural or other forms of combustible gas products to parts of the Common Property and to Lots including, if installed, any cogeneration plant.

Government Agency is a governmental or semi-governmental administrative, commercial or judicial department or entity.

Hot Water System means any system designed to provide hot water to parts of the common Property and Lots.

Invitee is a person who is a guest, customer, invitee, courier, customer goods carrier, agent, licensee, servant, employee or contractor of an Owner or Occupier or of the Owners Corporation.

Land means the land in (or formerly in) Folio Identifier 3007/1184498.

Lifts means that part of Common Property comprising the lifts servicing Lots in the Building.

Loading Bay means that part of the Common Property designated as a loading bay or area.

Lot is a lot in the Strata Scheme.

Occupier is an owner, occupier, lessee, licensee or mortgagee who is in possession and occupation of a Lot in the Strata Scheme.

Owner is the owner and registered proprietor of a Lot in the Strata Scheme.

Owners Corporation is the Owners Corporation of the Strata Scheme.

Permitted Vehicle means

- (a) a motor vehicle not exceeding:
 - (i) 2200mm in height (including any roof rails or roof rack); and
 - (ii) 5400mm in length (including any towbar); and
 - (iii) 2.5 tonnes gross weight;
- (b) a motor cycle or motor scooter, and which is registered for public road use.

Refurbish includes but is not limited to any of the following:

- (a) the treatment of Common Property by repairing, painting, staining, colouring or polishing as applicable or otherwise;
- (b) the replacement of any floor covering in Common Property, including carpet, floor tiles or other floor coverings which are considered in need of replacement; and
- (c) the replacement of fittings and fixtures and loose furnishings and chattels located on Common Property that are considered in need of replacement.

TB

Residential Garbage Room means the area or room allocated for use by Owners and Occupiers for the temporary storage of Garbage in the Strata Scheme.

Rules mean rules made by the Owners Corporation in accordance with By-law 26.

Security Device means any key, swipe card, remote control or other device to operate doors, gates, locks, alarms and security systems within the Common Property.

Services means water, electricity, gas and other utility services.

Strata Manager means the plan of strata subdivision registered at LPI accompanying these by-laws.

Strata Scheme is the buildings and complex comprised in strata scheme numbered on this document.

Works means:

- (a) any building work or alterations to the structure or services in the Strata Scheme; or
- (b) the replacement of carpeted areas with tiles, timber or hard surface flooring; or
- (c) the alteration or removal of non structural walls or partitions; or
- (d) works contemplated in By-Law 12.2.

Works Insurance means:

- (a) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
- (b) insurance required under the Home Building Act 1989 (if any); and
- (c) workers' compensation insurance.

2. Interpretation

- (a) All references to statute provisions shall be construed as references to any statutory modification or re-enactment thereof (whether before, on or after the date hereof) for the time being in force.
- (b) The schedules and annexures (if any) have the same force and effect in all respects as if they were set out in the body of the By-Laws.
- (c) Headings are included for convenience only and shall not affect the construction of the By-laws.
- (d) Words importing the singular number or plural number include the plural number and the singular number respectively.
- (e) Words "include", "including", "for example" or such as when introducing an example, do not limit the meaning of the words to which the example relates to the example or to examples of a similar kind.
- (f) Words denoting individuals include a person (their heirs, successors, executors and assigns), a firm, an Owners Corporation, a corporation, a government authority, an association and vice versa.

3. The By-Laws and Compliance

- 3.1 The Owners Corporation may create or amend By-Laws and rules in relation to the management, operation, control, security, use and enjoyment or any other matter affecting or connected to the Strata Scheme.
- 3.2 The Owners Corporation, the Owners and Occupiers must comply with the By-Laws.
- 3.3 The Owners Corporation may appoint and retain a Strata Manager.
- 3.4 Any applications for approval or consent required by these By-Laws (unless otherwise stated) from the Owners Corporation may be granted at a general meeting or an executive committee meeting and may include conditions or provisions which must be complied with by the Owner or Occupier receiving the consent or approval.
- 3.5 An Owner or Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Strata Manager, or if there is no Strata Manager, the secretary of the Owners Corporation.
- 3.6 The Owners Corporation must cause a noticeboard or noticeboards to be affixed to one or more parts of the Common Property and may exhibit on it a copy of these By-laws or a précis thereof as approved by the Owners Corporation.
- 3.7 An Owner or Occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Owners Corporation or of any statutory authority.

4. Non Compliance with By-Laws

- 4.1 The Owners Corporation may do anything:
 - (a) empowered to it under the Act;
 - (b) that an Owner or Occupier should have done under the Act or the By-Laws but which it has not done, or in the opinion of the Owners Corporation has not done properly.
- 4.2 The Owners Corporation must give an owner or Occupier a written notice specifying when it will enter its Lot to do work or rectify a breach (except in the case of an emergency). The Owner or Occupier must:
 - (a) give the Owners Corporation (or persons authorised by it) access to its Lot according to the notice and at the Owner or Occupier's its cost; and
 - (b) pay the Owners Corporation for its cost for doing the work or rectifying the breach.
- 4.3 In addition, the Owners Corporation has the power to levy on the Owner or Occupier the amount of any charges or costs incurred or paid by the Owners Corporation in respect to:
 - (a) rectify any breach of the Act or the By-Laws by an Owner or Occupier;
 - (b) any work(s) required to be done under the By-Laws which the Owner or Occupier failed to do or do effectively within a reasonable time;
 - (c) repairing damage to Common Property; and

TB

- (d) abating any nuisance, hazard or interference affecting another Lot or the Common Property which was caused by the Owner or Occupier or one of its Invitees;

PROVIDED that in the case of a breach of the Act or these By-Laws, the Owners Corporation has given prior written notice (except in the case of emergency) to the Owner or Occupier in breach of any of the above matters and that Owner or Occupier has failed to rectify the breach within a reasonable time.

- 4.4 The Owners Corporation may recover any money an Owner or Occupier owe it under the By-Laws as a debt.

5 Behaviour within the Strata Scheme

5.1 An Owner or Occupier must:

- (a) not make noise, use offensive language, or carry out any noxious or offensive trade or activity or behave in a way that interferes with or obstructs the peaceful use and enjoyment of Common Property or an Owner or Occupier's legal entitlement to the use of Common Property;
- (b) not consume alcohol or smoke cigarettes, pipes, or cigars or do anything which is illegal while on Common Property unless that part of the Common Property has been designated for the exclusive use of an Owner or Occupier;
- (c) not be naked or inappropriately dressed while on Common Property;
- (d) not obstruct pathways and driveways on the Strata Scheme and any easement giving access to the Strata Scheme or use by them for any other purpose than the reasonable ingress and egress to and from their particular Lot;
- (e) not do anything which might damage the good reputation of the Owners Corporation or the Strata Scheme; and
- (f) damage any lawn, garden, tree, shrub, plant flower or landscaping on Common Property except with the prior approval of the Owners Corporation.

- 5.2 An Owner or Occupier must not permit any child less than twelve (12) years of age to be on or play on Common Property including the carparking area or any other area of possible danger or hazard to children unless accompanied by an adult Owner, Occupier or Invitee exercising effective control.

- 5.3 An Owner or Occupier must not use any Lot or part of the Common Property for any purpose which may be illegal or injurious to the reputation of an owner or Occupier of the Strata Scheme or the Owners Corporation.

6 Behaviour of Invitees

6.1 An Owner or Occupier must ensure their invitees:

- (a) comply with the By-Laws in all respects including, but not limited to; By-Laws specifically relating to the behaviour of an Owner or Occupier;
- (b) leave the Strata Scheme if they do not comply as required by By-Law 6.1(a); and
- (c) do not do anything an Owner or Occupier is not themselves entitled to do under the By-Laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of an Owner or Occupier or any other person lawfully on Common Property.

6.2 If an Owner leases or licences their Lot, the Owner must:

- (a) take all reasonable steps to ensure the Occupier and their Invitees comply with the By-Laws or leaves the Strata Scheme;
- (b) give their tenant or licensee a copy of the By-Laws and any applicable Rules; and
- (c) take all action reasonably available to them, including action under the lease or license to ensure the tenant or licensee and their visitors comply with By-Law 6.1(a) or leaves the Strata Scheme.

7 Permitted Usage

7.1 Each Owner or Occupier:

- (a) is to use its Lot only for the purposes of residential accommodation, except for that part of a Lot designated as:
 - (i) a car space, which is to be used only for parking a Permitted Vehicle or in accordance with By-Law 9.1(a); or
 - (ii) a store or storage space, which is to be used only for the storage of goods incidental to residential use;
- (b) must not lease or licence their Lot;
 - (i) in part;
 - (ii) for a period of less than three (3) consecutive calendar months;
- (c) not permit, in respect of their Lot:
 - (i) more than two (2) adult people to occupy any bedroom and each bedroom shall contain no more than two (2) beds, excluding children's beds, cots or bassinets;
 - (ii) the total number of adults who reside in a Lot to exceed twice the number of approved bedrooms;
 - (iii) a variation in the number of bedrooms within the Lot without prior consent of the Owners Corporation, Council and any other relevant Government agency.

- 7.2 For any other usage other than contemplated in By-Law 7.1, the Owner or Occupier must obtain the written authority of the Owners Corporation prior to seeking the consent of Council and any relevant Government Authority to engage in such other use. An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of their Lot (and if necessary obtain the authority and consents) and/or does anything that may affect the insurance premiums for the Strata Scheme.

- 7.3 No Lot or part of the Common Property shall be used for:
- (a) any purpose which causes or may cause unreasonable interference to the use and enjoyment of other Lots by vibration, gases, vapours, dust, fumes, soot, ash, waste water, grit, oil or other impurities which are a sobering up unit dangerous or prejudicial to health; or
 - (b) brothels, massage parlours, introduction agencies, dance schools, dance parties, dating agencies, entertainment halls, reception halls, drug referral centers, drug shooting gallery, meeting place for drug and ex-drug users and any other purpose which involves drug use, drug discussion groups or a sobering up unit for the purposes of this by-law the term drug is a reference to illicit drugs.
- 7.4 An Owner or Occupier of a Lot must not bring onto, do or keep anything in any Lot or on Common Property which may increase the rate of insurance on any Lot or the Common Property or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any Lot or the Common Property or the regulations or ordinances of any public authority for the time being in force.
- 7.5 Without limiting the provision of By-Laws 7.1 to 7.3 (inclusive), an Owner or Occupier must ensure that no Lot or part of the common Property is used for any business, activity or industry which is contrary to any law, regulation, By-Law, Council ordinance or notice or which may endanger the good reputation of the Strata Scheme.

8 Security Devices & Access

8.1 An Owner:

- (a) shall be issued with a Security Device to gain access to Common Property and the car park of the Strata Scheme. An Owner or Occupier must not duplicate any Security Device or provide any Security Device to any Invitee or third party;
- (b) may be required to pay the Owners Corporation any cost for the obtaining and issue of the Security Device or any subsequent or replacement Security Device; and
- (c) accesses and uses the Common Property and car park at their own risk; Occupiers and Invitees also access and use the Common Property and carpark at their own risk.

8.2 Security Devices

- (a) Security Devices remain the property of the Owners Corporation
- (b) The Owners Corporation may:
 - (i) make agreements with other parties to manage and provide Security Devices;
 - (ii) charge a fee for issuing or replacing a Security Device;
 - (iii) recode Security Devices from time to time and, if so, at the request of the Owners Corporation an Owner or Occupier must on request promptly return their Security Devices to the Owners Corporation for recoding;
 - (iv) deactivate a Security Device in its discretion;
 - (v) require an Owner, Occupier or other person in possession of a Security Device to properly return that Security Device to the Owners Corporation.
- (c) An Owner or an Occupier of a Lot must:
 - (i) take all reasonable steps not to lose or damage a Security Device;
 - (ii) notify the Owners Corporation immediately if a Security Device is lost or stolen;
 - (iii) return Security Devices to the Owners Corporation if it no longer requires them or if that Owner or Occupier is no longer an Owner or Occupier of the Strata Scheme and it has not provided a subsequent Owner or Occupier of that Lot with its Security Devices;
 - (iv) comply with the reasonable instructions of the Owners Corporation about Security Devices, including instructions about recoding or returning Security Devices.
- (d) An Owner or an Occupier must not:
 - (i) copy a Security Device;
 - (ii) give a Security Device to someone who is not an Owner or Occupier.
- (e) If an Owner leases or licences a Lot that Owner must include a requirement in the lease or licence that the Occupier returns Security Devices to Owner or the Owners Corporation when it no longer occupies the Lot.

- 8.3 If an Owner or Occupier loses or damages a Security Device, the Owner may apply to the Owners Corporation for a replacement and the Owners Corporation shall take reasonable steps to replace the Security Device at the cost of the owner. The Owners Corporation reserves the right to disable any security device declared lost or damaged or that is provided to another party in breach of these By-Laws.

9 Parking, Loading & Traffic Control

9.1 Where a Carspace is specifically designated to a lot, the Owner or Occupier of that Lot must not:

- (a) use or permit any Carspace(s) attaching to an Owner or Occupier's Lot to be used:
 - (i) except by an Owner or Occupier of that Lot;
 - (ii) for any purpose other than the parking of a Permitted Vehicle;
 - (iii) for washing of vehicles or equipment;
 - (iv) for carrying out of mechanical or other repairs;
 - (v) for parking or storing boats, caravans, or trailers; or
 - (vi) for manufacturing, displaying or storing goods, materials or equipment;

TB

- (b) lease, licence or otherwise permit occupation of a carspace by a person who is not an Owner or Occupier of the Lot to which the Carspace relates;
- (c) except with the consent of the Owners Corporation at a general meeting or extra ordinary general meeting enclose, or permit the enclosure of any Carspace(s) attaching to an Owner or Occupier's Lot and then such enclosure must comply with the relevant Government Agency building code;
- (d) except as otherwise provided in these By-Laws, install or erect any storage facility whether fixed or moveable within a Carspace.
- 9.2 The Owners Corporation is not responsible for:
- (a) anything stolen from a Carspace or anything stolen from a motor vehicle, or any vehicle stolen from a Carspace or Common Property; or
- (b) damage to a motor vehicle, motor cycle or anything else on or about a Carspace or Common Property, including damage to a motor vehicle or motor cycle entering, leaving or using a Carspace or Common Property.
- 9.3 Subject to By-Law 9.6, an owner or Occupier receiving or dispatching goods or furniture shall ensure that any vehicles that are loading or unloading goods or furniture do not:
- (a) park or stand upon the access driveways or landscaped areas other than in areas designated for loading and unloading and then must not park or stand in that area for more than a continuous period of 2 hours at any one time; or
- (b) obstruct access to other Lots or other carspaces.
- 9.4 Despite By-Law 9.3, if an Owner or Occupier is moving in or out of a Lot or moving large items through Common Property, where the Owner or Occupier:
- (a) would require use of any lift to the exclusion of other persons entitled; and/or
- (b) may obstruct Common Property to the exclusion of other persons entitled; and/or
- (c) may require lift covers to prevent damage to Common Property
- then the Owner or Occupier must provide the Owners Corporation and the Building Manager with at least 48 hours written notice.
- 9.5 The Owners Corporation may, from time to time, determine the manner in which large items are to be transported through or over Common Property (whether in the Building or not) and may impose appropriate conditions on such activities, including:
- (a) determining the times during which these activities are permitted to take place;
- (b) the use of protective covers for surfaces forming part of the Common Property;
- (c) prohibitions on the use of trolleys or other moving devices having metal wheels;
- (d) insurance requirements; and
- and Owner or Occupier must:
- (e) comply with those conditions when transporting large items over or through Common Property; and
- (f) pay the cost of any approvals or costs associated with deliveries including the use of ropes and/or other devices.
- 9.6 An Owner or Occupier may use the Loading Bay for the purpose of loading and unloading only.
- 9.7 In respect to the exercise of an Owner or Occupier's rights under this By-Law the Owner or Occupier must:
- (a) repair any damage that is caused to Common Property;
- (b) immediately clean any mark or spillage caused;
- (c) dispose of any boxes or cartons in accordance with these By-Laws; and
- (d) comply with the reasonable requirements of the Owners Corporation.
- 9.8 Any part of the Common Property designated as a bicycle parking area must only be used for the parking of bicycles. Any bicycle parked in a bicycle parking area is at the bicycle owner's risk, the Owners Corporation takes no responsibility for bicycles parked on the Common Property.
- 9.9 In addition to its powers under the Act, the Owners Corporation has the power to:
- (a) impose a speed limit for traffic in Common Property; and
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and
- (c) install speed humps and other traffic control or safety devices in Common Property; and
- (d) install signs about parking; and
- (e) determine the direction of the flow of traffic or route of persons through Common Property and to alter such direction or route from time to time as it determines; and
- (f) install signs or devices to control traffic in Common Property and, in particular, traffic entering and leaving the Common Property.
- 9.10 An Owner or Occupier shall comply and ensure compliance of its Invitees with all parking, limitations, directional and speed limit signs erected or stipulated by the Owners Corporation.
- 10 Storage
- 10.1 In respect to any area of a Lot designated as a storage area or storage space (each "Storage Space"), an Owner or Occupier:
- (a) must not:

73

- (i) use or permit to be used any Storage Space other than for the storage of that Owner or Occupier's personal property and must not use or permit the Storage Space to be used for the storage of commercial or trade items; or for commercial purposes;
 - (ii) lease, licence or otherwise permit occupation of a Storage Space by a person who is not an Owner or Occupier of the Lot to which the Storage Space relates;
 - (iii) except as otherwise provided in these By-Laws, enclose, seal or permit the enclosure or sealing of any Storage Space(s) attaching to an Owner or Occupier's Lot;
 - (iv) except as otherwise provided in these By-Laws, affix any item to the Storage Space;
 - (v) cover, block or restrict fire sprinkler heads within the Storage Space;
 - (vi) interfere with, damage or store any materials likely to hinder, restrict or cause damage to, Services or pipes, conduits, other transmission lines or Services infrastructure supplying Services;
 - (vii) store any items against or in close proximity to any area classified as a wet wall area;
 - (b) must keep the Storage Space free from vermin;
 - (c) ensure a minimum clearance of 500mm from the fire sprinkler heads and pipes, conduits, other transmission lines, or Services infrastructure supplying Services; and
 - (d) may, as a form of screening, install black shade cloth inside the Storage Space.
- 10.2 The Owners Corporation is not responsible for:
- (a) anything stolen from a Storage Space; or
 - (b) damage to any articles or items on or about a Storage Space or Common Property.
- 11 Storage of Liquids & Materials**
- 11.1 Other than as permitted by these By-Laws, an Owner or Occupier must ensure that no goods, materials, chattels or waste are stored or used on the Common Property or on any carspace attaching to the Lot.
- 11.2 An Owner or Occupier must not, use or store on the Lot any flammable liquids, substances, chemicals, gases, or materials of more than reasonable quantity and then must be stored for lawful purposes and such storage must comply with and not exceed or breach any guidelines or any regulations issued by a Government Agency.
- 12 Window & Floor Coverings**
- 12.1 An Owner or Occupier must not hang, install, renovate and/or replace curtains, curtain backings, blinds, shutters or other window coverings visible from outside of a Lot, except as approved by the Owners Corporation. In giving such approvals the Owners Corporation will ensure so far as practicable that curtain backing used in all Lots present a uniform appearance when viewed from outside the Lots and as such the Owners Corporation must not unreasonably withhold approval where such window coverings are:
- (a) of white or neutral appearance to the exterior of the building;
 - (b) a roller-blind style, block-out only or dual roller with block-out and sheer; and
 - (c) of the following specifications (or similar if unavailable):
 - (i) Sheer: Hunter Douglas Sunscreen – colour, White;
 - (ii) Blackout: Hunter Douglas Blackout – colour, white backing;
 - (iii) Base rail: Hunter Douglas commercial ellipse balance collection, White or Anodised.
- 12.2 Floors in a Lot must be covered or treated to ensure the transmission of noise does not unreasonably disturb any other Owner or Occupier. The requirements of this by-Law 12.2 do not apply to existing tiled surfaces in the kitchen, laundry and bathroom areas. The removal, replacement or interference with any floor or floor coverings in a Lot is deemed to be Works and must be dealt with in accordance with by-Law 19.
- 12.3 No blinds, reflective material, shutters, awnings or other window cover may be affixed externally to a Lot except in accordance with the Owners Corporation approval.
- 12.4 An Owner or Occupier must not install or attach insect screens to external windows or doors of a Lot without the prior approval of the Owners Corporation.
- 12.5 If an Owner or Occupier acts in contravention of by-laws 12.1 to 12.4, the Owners Corporation may in its discretion require the Owner or Occupier (as the case may be) to remove such items as contravene By-Laws 12.1 to 12.4 immediately on notice and the Owner or Occupier (as the case may be) must comply with that notice immediately.
- 13 Cleaning Windows, Doors**
- An Owner or Occupier of a Lot must keep clean all internal surfaces of glass in windows, louvers and doors on the boundary of the Lot (even if they are Common Property), including so much as forms part of the Common Property, unless:
- (a) such glass or part thereof, louvers or such door cannot be safely accessed by the Owner or Occupier of the Lot; or
 - (b) the Owners Corporation resolves that it will keep such glass or louvers or part thereof or such door clean.
- 14 Air-Conditioning**
- 14.1 With respect to any air conditioning unit exclusively serving a Lot, the Owner must at its cost:
- (a) regularly maintain and repair the air conditioning unit to ensure it is clean, safe and sound compliant and complies with the requirements of all laws and regulations;

70

- (b) replace that air conditioning unit where it requires replacement;
- 14.2 If an Owner of a lot wishes to install any stand alone air conditioning unit, then the Owner must:
- submit an application and obtain the consent of the Owners Corporation (except where installed by the Developer) including, but not limited to, providing copies of the plans and specifications of the air conditioning unit, identify and locate any structural walls and columns, service pipes and lines to ensure same are not damaged or services interrupted;
 - ensure that the contractor employed to install the air conditioning unit is qualified, licensed and has the appropriate insurance, including providing copies to the Owners Corporation prior to any works commencing;
 - ensure that the unit is located in a position, such as the balcony, and with sufficient covering or encasement so that the unit is not visible from outside the Strata Scheme;
 - ensure that the unit is and remains sound compliant so that it does not unreasonably disturb any other Owners or Occupiers in the Strata Scheme;
 - ensure the installation is carried out and completed in a proper and workmanlike manner and to the satisfaction of the Owners Corporation and general building standards and specifications and in compliance with the requirements of every relevant Government Agency;
 - repair any damage caused to the Common Property or any other Lot at the time of installation and upon removal of the unit;
 - regularly maintain and repair the air conditioning unit to ensure it is clean, safe and sound compliant;
 - comply with any Rules or requirements determined by the Owners Corporation in respect of such air conditioning, including any proposed replacement of it.

This By-Law 14.2 does not apply to air conditioning units installed by the Developer.

15. Balconies, Courtyards & Lot Gardens

- 15.1 Planter Boxes, plants, landscaping, and occasional furniture may be kept on the balcony of a Lot provided:
- it is of a high quality and finish in keeping with the aesthetic and appearance of the Building;
 - is of a type or material designated or approved by the Owners Corporation;
 - does not interfere with any other Owner or Occupier;
 - does not cause damage to a Lot or Common Property;
 - if plants, they do not exceed the height of the balustrade of the balcony or courtyard or other height designated by the Owners Corporation;
 - any plants which are visible from outside the Strata Scheme are well maintained and are healthy;
 - the Furniture is properly maintained and kept clean, tidy and in good condition at all times; and
 - the Furniture is safely secured to prevent movement due to adverse weather conditions.
- 15.2 An Owner or Occupier must remove Furniture from their balcony or courtyard if the Furniture:
- does not comply with the provisions of By-law 15.1;
 - is unsightly, visibly offensive or not in keeping with the aesthetic and appearance of the Building; or
 - has or may cause damage to a Lot, Common Property or any other part of the Building.
- 15.3 Except as permitted by these By-Laws, an Owner or Occupier must not hang or place any laundry, clothing, towels, bedding, wind chimes, decorations, surfboards, or bicycles on the balcony, courtyard or garden areas of a Lot.
- 15.4 If a Lot includes a garden area or landscaped area, the Owner or Occupier of that Lot must, at its expense:
- maintain that garden area or landscaped area in a neat and tidy condition and free from litter;
 - ensure that the garden area or landscaped area is maintained in a manner consistent with the original landscaping of the garden area or landscaped area forming part of that Lot or as the Owners Corporation otherwise reasonably directs; and
 - ensure that:
 - any dead plants are promptly replaced;
 - plants are watered so as not to damage or cause water seepage to Common Property or adjoining Lots; and
 - a mechanical watering system is not installed to planters.
- 15.5 When watering any landscaping on a balcony or terrace, Owners and Occupiers:
- must ensure that no water enters or damages any other Lot or Common Property;
 - must comply with any watering times designated by the Committee from time to time;
 - shall be responsible for and must repair any damage caused by the Owner or Occupier in respect to any watering or over-watering; and
 - a mechanical watering system must not be installed to planters unless such system was installed prior to registration of these By-Laws or with the consent of the Owners Corporation.
- 15.6 An Owner or Occupier may store and operate a portable barbeque on the balcony or courtyard of its Lot, providing it is:
- a covered gas or electric barbeque that is not affixed to any part of the Lot or Common Property or of a type of barbeque otherwise approved by the Owners Corporation.
 - kept covered when not in use; and
 - kept clean and tidy.

TB

- 15.7 An Owner or Occupier may not install any screens, blinds or mesh or enclose their balcony, courtyard, or garden except with the prior written consent of the Owners Corporation.

16 Other Obligations on the Owner or Occupier

An Owner or Occupier must:

- (a) keep their Lot in a state of good and serviceable condition and repair;
- (b) properly maintain, repair and where necessary, replace an installation or alteration made under the By-Laws which services its Lot (whether or not it made the installation or alteration);
- (c) not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis;
- (d) not cause damage to any plants or landscaping within the Strata Scheme and shall adopt a general duty of care in the maintenance and watering of plants in landscaped areas adjacent to and in the vicinity of their Lot;
- (e) comply with all Easements or laws affecting their Lot including, without limitation, requirements of any Government Agencies;
- (f) obtain any necessary consents from the Owners Corporation and any Government Agencies before altering the appearance or structure of their Lot in any way;
- (g) not erect, construct, place or permit to remain on the Common Property any television, radio or other electronic antenna or device without the prior written consent of the Owners Corporation;
- (h) ensure all doors and windows to any Lot are securely fastened on all occasions when the Lot is left unoccupied and the Owner or Occupier of a Lot grants the right to the Owners Corporation and any agent of the Owners Corporation to enter and fasten any doors or windows if left insecurely fastened when a Lot is left unoccupied;
- (i) not interfere with security or surveillance equipment in or about the Strata Scheme or do anything that might prejudice the security or safety of the Building;
- (j) not waste water and must ensure that all water taps on the Owner's or Occupier's Lot and/or on the Common Property are promptly turned off after use;
- (k) not use the water closets, conveniences and other water apparatus including water pipes and drains in each Lot and the Common Property for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances may be deposited in them. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by the Owner of the relevant Lot.
- (l) not directly instruct nor interfere with the business or property of any managers, caretakers, contractors or workmen employed by the Owners Corporation, or Strata Manager unless so authorised by the Owners Corporation, or Strata Manager; and
- (m) not install a security alarm with an audible signal unless with the prior written consent of the Owners Corporation.

17 Fire, Health & Safety Regulations in the Strata Scheme

An Owner and Occupier:

- (a) must ensure that reasonable action has been taken to prevent fires and other health or safety hazards;
- (b) must provide access at such day and time nominated by the Owners Corporation for inspection of fire safety equipment within the Lot (including the fire rated entry door compliance plate) and, if applicable, reimburse the Owners Corporation for any additional expense it incurs if such access is not provided at the nominated time;
- (c) must take due care to ensure that fire, security, health and safety regulations are adhered to and must comply with the regulations of the Government agencies;
- (d) must ensure their Lot is kept free of vermin and pests and shall employ pest exterminators at their own expense as and when required;
- (e) must ensure that only clean and unpolluted water shall be discharged into the stormwater drainage system and that liquid wastes shall be discharged to the sewer in accordance with the requirements of the Government Agencies.
- (f) must give to the Owners Corporation prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Owners Corporation will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs as deemed necessary for the safety and preservation of any Lot as often as may be necessary; and
- (g) must, in the event of any infectious disease which may require notification by virtue of any law affecting any person in any Lot give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Owners Corporation and must pay to the Owners Corporation the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.
- (h) must permit a representative or agent of the Owners Corporation access to their Lot on prior notice of at least 1 day to undertake annual fire inspections;
- (i) must not interfere with or obstruct access to the fire safety equipment or fire escapes;
- (j) must not keep flammable material on or about any area of its Lot designated as storage space or a car space;

- (k) must not cut openings in doors within or on the boundary of a Lot used to access Common Property without the prior consent of the Owners Corporation;
- (l) must not do anything either within the Lot or Common Property that may create a hazard or danger to an Owner, Occupier or Invitee of another Lot.

18 Damage to Common Property

- 18.1 An Owner or Occupier must not mark, paint, drive nails or fix screw of the like into, or otherwise damage or deface, any structure that forms part of the common property except as permitted by these By-Laws or with the prior written approval of the Owners Corporation.
- 18.2 Approval can be given by the Owners Corporation for minor matters under By-Law 18.1, but the Owners Corporation cannot authorise any matter that are in the nature of Works and approvals for such Works must be sought in accordance with By-Law 19.
- 18.3 Subject to the provisions contained in By-Law 18.4, this By-Law 18 does not prevent an Owner or Occupier arranging and/or installing:
 - (a) any locking device for the protection of the Lot against intruders or to improve safety within the Lot; or
 - (b) any device used to affix decorative items to the internal surfaces of walls within the Lot.
- 18.4 An Owner must ensure that any such device referred to in By-law 18.3(a):
 - (a) is to be installed in a competent and workmanlike manner; and
 - (b) is maintained, kept in a state of good repair and replaced from time to time as necessary at the expense of the Owner or Occupier; and
 - (c) where any damage is caused to any part of Common Property (including Lot entrance doors) by the installation, replacement or removal of such device, is repaired by the Owner or Occupier at their own expense; and
 - (d) must comply with any applicable fire safety standards.
- 18.5 An Owner or Occupier must repair and/or provide compensation to the Owners Corporation for any damage to Common Property caused either by the Owner or Occupier, an Invitee or any other person or contractor doing work in the Strata Scheme at the request of the Owner or Occupier.
- 18.6 An Owner or Occupier must not interfere with or damage Common Property or remove or damage the equipment or belongings of the Owners Corporation unless with the prior consent of the Owners Corporation.

19 Alterations and Works

- 19.1 Should an Owner or Occupier wish to carry out any Works in the Strata Scheme then the Owner must:
 - (a) submit an application and obtain the consent of the Owners Corporation and Council including, but not limited to, providing copies of all applications, approvals, plans and specifications.
 - (b) identify and locate any structural walls and columns, waterproofing, any additional waterproofing or soundproofing requirements, service pipes and lines to ensure they are not damaged or services interrupted;
 - (c) provide a certificate by a duly qualified structural engineer (and/or by any other necessary specialised consultant, such as a hydraulics or acoustic consultant) addressed to the Owners Corporation, that certifies that the Works, if undertaken in accordance with the plans and specifications provided to the Owners Corporation, will not affect the structural integrity or amenity of the Building or any part of it;
 - (d) ensure that the contractors employed to carry out the Works are qualified, licensed and have the appropriate insurance, including providing copies to the Owners Corporation;
 - (e) advise the Owners Corporation at least five (5) working days prior to the commencement of the Works and comply with all other By-Laws contained herein, and any other reasonable requirements of the Owners Corporation in relation to access in the moving of building material;
 - (f) if required by the Owners Corporation provide a bond, bank guarantee or other form of security (**Bond**) as required by the Owners Corporation for an amount of not more than \$5000 as security for the Works to be carried out and which Bond must be returned by the Owners Corporation after deduction of any amounts drawn from it when the Works have been completed to the satisfaction of the Owners Corporation.
- 19.2 The Owners Corporation:
 - (a) may request additional information before it considers an application;
 - (b) must take reasonable steps to consider an application for consent to carry out Works within 4 weeks of the later of consent to that application being requested and the Owner providing all information requested by the Owners Corporation as regards the application;
 - (c) must not unreasonably refuse an application for consent to carry out Works;
 - (d) is deemed to have refused an application for consent if it has not made a decision within three (3) months from the later of the date of receipt of the application for consent and the date the Owners Corporation receives all of the additional information it has requested.
- 19.3 In undertaking the Works, once approved, the Owner or Occupier (including his consultants and contractors) must:
 - (a) use best-quality and appropriate materials in a proper and skilful manner;
 - (b) comply with all conditions and requirements of the Council, the Building Code of Australia (as in force from time to time), the Australian Standards (as designated from time to time) and any conditions of the approval granted by the Owners Corporation, the Council and every relevant Government Agency;

- (c) where the Works comprise or include works to floors (including the installation or replacement or replacement of carpet, tiles, timber or hard surface flooring), ensure that the part of the Works relating to floor finishes complies with the acoustic ratings set by the Australian Association of Acoustic Consultants set from time to time for works of that nature;
- (d) not obstruct the reasonable use of the Common Property in the course of or ancillary to carrying out the Works;
- (e) comply with the requirements of any building consultant or engineer engaged by the Owners Corporation to inspect or supervise the Works for the purpose of ensuring compliance with the provisions of this By-Law; and
- (f) complete the Works as soon as is practicable but at least within three calendar months from commencement of the Works.
- 19.4 After completion of the Works, the Owner or Occupier (as the case may be) must obtain and provide to the Owners Corporation:
- (a) a certification from the Council or Certifier (where such certification would normally be obtained for Works of that type) that the Works have been satisfactorily completed and are fit for use;
- (b) a report from a certified engineer or consultant certifying that the Works comply with the plans and specifications, any relevant conditions imposed by the Owners Corporation as part of the approval process and the Building Code of Australia and the Australian Standards; and
- (c) repair any damage caused to the Common Property or any other Lot which was caused or contributed to by carrying out of the Works.
- 19.5 The Owner or Occupier procuring the Works:
- (a) indemnifies the Owners Corporation against any liability, claim or expense arising out of the Works including, but not limited to:
- (i) an increase in the insurance premium or excess payable by the Owners Corporation;
- (ii) any work or rectification carried out by the Owners Corporation due to a breach of this By-Law by the Owner; and
- (iii) any claim by another Owner in respect to any damage or defect of the Works.
- (b) must apply the proceeds of any claim against the contractor who carried out the Works or its insurer towards (or by way of reimbursement) the repair or completion of the Works;
- (c) acknowledges the Owners Corporation may at its option make and conduct any claim against the contractor who carried out the Works or its insurer; and
- (d) must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this By-Law 19 including legal expenses and the expenses of any building consultant or engineer appointed by the Owners Corporation.
- 20 Work Health and Safety**
- 20.1 An Owner or an Occupier of a Lot must:
- (a) not create any hazard that may breach occupational health and safety standards, including occupational health and safety standards referable to Australian Standards or under the provisions of the *Work Health and Safety Act 2011* (NSW) and the regulations pertaining hereto and any replacement or re-enactment of that act or those regulations;
- (b) take all necessary precautions when placing furniture or other articles at or near window or balcony balustrades to prevent that furniture or article from falling.
- 21 Displaying a Sign or Advertisement**
- 21.1 An Owner or Occupier of a Lot must not display, affix or erect a sign, advertisement, notice or poster on:
- (a) a Lot visible from outside the Lot or
- (b) Common Property
- 21.2 For advertisements such as 'For Sale' or 'For Lease' signs, that are temporarily erected:
- (a) an Owner or Occupier must have the written authority of the Owners Corporation to locate and erect, display or permit to remain such advertisement(s) if the sign is to be located on Common Property;
- (b) the Developer, while the Developer is an Owner, does not need the written authority of the Owners Corporation to locate and erect, display or permit to remain such advertisement(s) on any Lot or the Common Property, including an A-frame sign board;
- (c) the sign must be properly kept and maintained by the respective Owner or Occupier at their own cost; and
- (d) the Owner or Occupier must repair any damage caused by the placing or removal of any sign at their own cost;
- (e) except in respect of a sign placed by the Developer while it is an Owner, the Owners Corporation may nominate the position (which must be complied with) for the placement of signs, advertisements, notices or posters for the purposes of leasing and sales; and
- (f) must be removed within 7 days of a contract for sale or lease (as the case may be) being entered into.
- 22 Keeping Animals**
- 22.1 Other than as set out in this By-Law 22, an Owner or Occupier of a Lot must not:
- (a) bring or keep any animal, bird, fish or reptile (each an 'Animal') upon the Lot or the Common Property; or

- (b) permit an Invitee to bring or keep any Animal on the Lot or the Common Property.
- 22.2 Despite any other provisions in these By-Laws, an Owner or Occupier may bring or keep, without the consent of the Owners Corporation, a guide dog, hearing dog or other animal to assist to alleviate the effect of a disability if the Owner, Occupier or Invitee needs the dog or other animal because of a visual disability, a hearing disability or any other disability.
- 22.3 Owners and Occupiers of Lots may, subject to By-Law 22.4:
- keep in a Lot one small pet dog or pet cat ('Pet'), such Pet must not at full age exceed a weight of 10 kilograms;
 - with the consent of the Owners Corporation keep a medium or large size dog (being a dog of a breed which at full age, on average, exceeds a weight of 10 kilograms);
 - other than is permitted under By-Law 22.2, 22.3(a) or (b), an Owner or Occupier not bring or keep an Animal on a Lot or Common Property without first obtaining the consent of the Owners Corporation at a general meeting or extra ordinary general meeting to keep any other Animal.
- 22.4 The Owners Corporation must not give an Owner or Occupier consent (and By-Law 22.3 does not permit an Owner or Occupier) to keep:
- an Animal that is vicious, aggressive, noisy or difficult to control; or
 - a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
 - a dangerous dog or a restricted dog under the *Companion Animals Act 1998* (NSW).
- 22.5 Owners and Occupiers in exercising their rights under this By-Law must:
- clean up any excretion of such Pet;
 - ensure that the Pet does not disturb the native birdlife or wildlife on or around the land;
 - ensure that the Pet does not wander onto another Lot or the Common Property;
 - ensure such Pet is kept on a leash or otherwise restrained at all times; and
 - ensure that in keeping with such Pet there is no breach of any other By-Law for the Strata Scheme including without limitation causing any nuisance to other proprietors or occupiers caused by continuous barking or meowing.
- 22.6 The Owners Corporation may revoke an Owner's or Occupier's right to keep a Pet or Animal under By-Law 22.3 if:
- the Owner or Occupier to whom such right is given breaches By-Law 22.3 and does not remedy that breach within 14 days of receiving notice from the Owners Corporation or Strata Manager to do so;
 - the Pet or Animal becomes offensive, vicious, aggressive, noisy or a nuisance; or
 - the Owner or Occupier breaches a condition made by the Owners Corporation when it gave you consent to keep the Animal; or
 - the Owner or Occupier keeps a dog which is a dangerous dog or is not registered under the *Companion Animals Act 1998* (NSW).
- 23 **Naming the Strata Scheme**
The Developer has the right to determine the initial name of the Strata Scheme complex and the Owners Corporation has the sole right and discretion to erect, alter and permit to remain signs on Common Property, subject to approval by any relevant Government Agency, that show the name designated to the Strata Scheme Complex, the address and any directory of the Occupiers.
- 24 **Sale or Leasing of Lots**
While the Developer remains an Owner of any Lot, it and its agents may utilize Common Property and any Lot owned by the Developer as a display Lot for the purpose of allowing prospective purchasers or tenants of a Lot to inspect such display Lot and may place a reasonable number of appropriate signs or other advertising and display material in and about such Lot and about other parts of the Common Property.
- 25 **Common Property**
- 25.1 Where some items of Common Property are burdened or benefited (or both) by an Easement, Owners, Occupiers and the Owners Corporation:
- must comply with their obligations under those Easements; and
 - must not do anything to prevent the benefited parties under those Easements from exercising their rights to use Common Property under those Easements.
- 25.2 Subject to the By-Laws, Owners and Occupiers must:
- use Common Property equipment only for its intended purpose; and
 - immediately notify the Owners Corporation if that Owner or Occupier know about damage to or a defect in Common Property; and
 - compensate the Owners Corporation for any damage to Common Property caused by the Owner or Occupier, its visitors or person doing work or carrying out works in the Strata Scheme; and
 - permit the Owners Corporation or any tradesman, contractor or other person engaged or authorised by the Owners corporation access over and through that Owner's or Occupier's Lot for the purpose of accessing Common Property.
- 25.3 Subject to the By-Laws, an Owner or Occupier must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property or equipment.

26 Rules

- 26.1 The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of Common Property
- 26.2 The Owners Corporation may add to or change the Rules at any time.
- 26.3 Owners and Occupiers must comply with the Rules.
- 26.4 If a Rule is inconsistent with the By-Laws or the requirements of a Government Agency, the By-Laws or requirements of the Government Agency prevail to the extent of the inconsistency.

27 Building Security

- 27.1 The Owners Corporation may take reasonable steps to stop intruders coming into the Building and to prevent fires and other hazards. In order to do so the Owners Corporation may:
 - (a) install and operate security cameras, security devices and other surveillance equipment;
 - (b) install and operate fire safety devices and equipment; and
 - (c) make arrangements with third parties about the installation, operations, maintenance, and repair of security and fire prevention equipment.
- 27.2 The Owners Corporation is not liable to an Owner or Occupier if it fails to take reasonable steps to stop intruders coming into the Building and to prevent fires and other hazards.
- 27.3 Emergency Service Call Outs
 - (a) An Owner is responsible for the attendance of a member of the fire brigade, police service or ambulance service ('Emergency Services') at the Strata Scheme as a result of action or inaction by an Owner, Occupier or Invitee.
 - (b) If a member of the Emergency Services attends at the Strata Scheme as a result of action or inaction by an Owner, Occupier, or Invitee and, as a result of on such attendance, a charge is imposed on the Owners Corporation, then the Owners Corporation has the following additional authority and power:
 - (i) the authority to enquire of the Emergency Services as to the reason, cause or nature of their attendance;
 - (ii) the power to investigate the attendance by the Emergency Services and to decide (in its reasonable opinion) who is responsible for the attendance of the Emergency Services;
 - (iii) the power to recover the amount of that charge from the Owner of the Lot as a debt due and payable by that Owner.

28 Provision of Amenities or Service

- 28.1 Notwithstanding the provisions of any other by-Law, the Owners Corporation may enter into arrangements with third parties for the provision of the following amenities and services to the Common Property:
 - (a) security;
 - (b) cleaning;
 - (c) garbage disposal and recycling services;
 - (d) electricity, water, gas or other utility services;
 - (e) telecommunications services; and/or
 - (f) other essential services.

29 Refurbishment of Common Property

- 29.1 In addition to its powers under the Strata Management Act and under other of these By-Laws, the Owners Corporation has the power to Refurbish Common Property.

30 Access for Meter Reading and Fire Safety Compliance

- 30.1 An Owner or Occupier of a Lot must on being given reasonable notice by the Owners Corporation or a person authorised by it provide reasonable access for any person required to:
 - (a) effect the reading of any meter located in or about the Lot;
 - (b) carry out inspections in respect of fire safety, or work or occupational health and safety.

31 Garbage Disposal

- 31.1 An Owner or Occupier must:
 - (a) ensure that Garbage is separated, prepared, drained, wrapped and disposed of in accordance with the recycling guidelines of the Owners Corporation, Council and any other Government Agency;
 - (b) only place and leave Garbage in the Residential Garbage Room or other designated by the Owners Corporation (including for recyclable materials) from time to time;
 - (c) arrange at the Owner's or Occupier's own expense, for the removal of Garbage that may be oversized or articles which the Council or contractor would normally remove as part of its normal collection service;

- (d) remove rubbish and Garbage and clean the relevant part of the Common Property where that Owner or Occupier has split Garbage on the Common Property; and
- (e) where provided, use garbage chutes for disposal of garbage and comply with all Rules for using the garbage chute and must not:
- deposit bottles or glass in any garbage chute;
 - deposit or pour liquids in any garbage chute;
 - deposit items that weigh more than 2.5 kilograms in any garbage chute;
 - deposit an item in any garbage chute that is reasonably likely to block it.
- 31.2 An Owner or Occupier must not:
- place, or allow to remain, Garbage or any other articles or items (including but not limited to furniture, clothing on undesignated Common Property or any other Lot (unless with the permission of the Owners Corporation or the respective Owner or Occupier) or on any public access ways such as footpaths, roadways, reserves and the like;
 - place any Garbage in an area of the Lot (including Carspace) which is visible from outside the Lot;
 - dispose of any Garbage, recyclable material or waste in breach of the recycling guidelines of the Council, any other Government Agency or the Owners Corporation; and
 - throw or allow to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of any Lot.
- 31.3 This By-Law 31 does not require an Owner or Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- 31.4 Notwithstanding anything contained in By-Laws 31.1 and 31.2, the Owners Corporation may designate a contractor for the collection of garbage so that the efficiency of collection and the security within the Strata Scheme may be maintained.
- 32 Notices**
- Any notice under these By-Laws must be in writing.
 - The Owners Corporation, an Owner or Occupier may send a notice:
 - by hand;
 - by facsimile transmission;
 - by security post; or
 - otherwise as determined by the Owners Corporation from time to time at a general meeting.
 To the last notified address of the intended recipient.
 - A notice is deemed to be given:
 - if sent by hand, at the time of delivery;
 - if sent by facsimile transmission, at the time recorded on the transmission report; and
 - if sent by security post, at the time that the recipient or its agent acknowledges receipt.
 - By-Law 32 (c)(ii) does not apply if:
 - the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or
 - the transmission report of the sender indicates a faulty or incomplete transmission.
 - If delivery or receipt is not on a Business Day or if receipt is later than 5.00pm local time at the place of delivery, then the notice is deemed to have been delivered and received on the next Business Day.
- 33 Restricting Access**
- 33.1 The Owners Corporation may for security reasons or effective control and management of the Strata Scheme:
- close off or restrict access to any part of Common Property that is not required for access to a Lot, and restrict access to any part of Common Property that is required for access to a Lot if alternative access is provided, but excepting always those parts of Common Property that are subject to an easement for public access; and
 - restrict by Security Device access to areas or levels of Common Property or the Building where an Owner or Occupier does not own or occupy a Lot or have exclusive use rights over Common Property.
- 34 Building Services**
- 34.1 The Owners Corporation may:
- appoint a Building Manager to provide the Building Services; and
 - enter into a Building Services Agreement with the Building Manager to provide those services.
- 34.2 The Building Services Agreement may contain such provisions in respect to the term of the agreement, any option term, the remuneration of the Building Manager and the frequency and mechanism for review of the remuneration of the Building Manager as approved by the Owners Corporation and is permitted by the Act and/or any other legislation.
- 34.3 The Building Manager's duties under the Building Services Agreement may include (without limitation) matters such as:
- cleaning services;
 - caretaking services;

- (c) maintenance, repair and replacement services;
- (d) garbage services (including collection and removal);
- (e) gardening services;
- (f) letting, property management and sales services;
- (g) supervising employees, contractors and agents of the Owners Corporation;
- (h) arranging for the provision of services by third party contractors;
- (i) supervising the provision of services provided by third party contractors;
- (j) providing and maintaining security keys according to the By-Laws;
- (k) co-coordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (l) general supervision; and
- (m) anything else that the Owners Corporation agrees is reasonably necessary for the operation and management of the Strata Scheme.

34.4 The Building Services Agreement may include provisions about:

- (a) the manner in which the Building Manager must carry out the services and details of any licence or registration required by the Building Manager;
- (b) the manner in which employees and contractors are to be engaged;
- (c) the manner in which the Building Manager may be reimbursed for expenses;
- (d) whether the agreement may be assigned and, if so, the terms upon which the agreement may be assigned; and
- (e) if permitted by law (including the Act), an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:
 - (i) the right of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
 - (ii) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

34.5 On the expiration of the Building Services Agreement, the Owners Corporation may enter into a further agreement or agreements with a Building Manager on such terms and conditions as may be agreed between the Owners Corporation and the Building Manager.

34.6 The Owners Corporation may, subject to the provisions of the Act, enter into a Building Services Agreement for the period to the first annual general meeting of the Strata Scheme on such terms and conditions as agreed between the Owners Corporation and a Building Manager.

34.7 An Owner or Occupier must not interfere with or obstruct the Building Manager from:

- (a) providing the services contemplated by the Building Services Agreement; and
- (b) using any part of the Common Property in providing the services contemplated by the Building Services Agreement.

34.8 An Owner or Occupier may separately contract with the Building Manager to provide services at the sole cost of the Owner or Occupier in respect of their Lot on terms and conditions which those parties may agree provided those terms and conditions do not conflict with the terms of these By-Laws.

35 Control on Hours of Operation and Use of Facilities

35.1 The Owners Corporation may make any of the following determinations, if it considers the determination is appropriate for the control, management, administration, use or enjoyment of a Lot or Lots and the Common Property, as to the time and condition for use of:

- (a) facilities situated on the Common Property;
- (b) services provided to the Owner Corporation; and
- (c) deliveries to or from a lot or Lots through or on Common Property.

36 Telecommunications Services

36.1 Except to the extent permitted by law, the Executive Committee may enter into agreements on behalf of the Owners Corporation to:

- (a) grant to third parties the right to enter into and alter Common Property in order to facilitate and install any structure, cabling, conduit or any other device to supply telecommunications, internet, or cable television services to the Building and the Lots. The right includes a right to build on or add to the Common Property including without limitation any addition on the roof of the Building or the erection of antennae on the Common Property; and
- (b) do all things necessary to empower a member of the Executive Committee or the Strata Manager to negotiate or apply for or procure a third party to apply for any approvals from Council or any Government Agency to facilitate the rights referred to in By-Law 36.1(a).

37 Gas Service

- (a) Each Owner and Occupier has the special privilege to use the Gas Service servicing that Owner or Occupier's Lot.
- (b) Each Owner or Occupier must give the Owners Corporation reasonable access to his or her Lot to maintain, repair or replace the connections to the Gas Service.

TJB

- (c) The Owners Corporation must use reasonable endeavours to operate, maintain, repair and replace the Gas Service servicing the Lots.
- (d) The Owner is responsible for the costs of any common gas consumption charges as part of the Gas Service servicing his/her Lot and the costs incurred under By-Law 37(c) (including any amount under By-Law 37(e)) for the Gas Service servicing that Owner's Lot must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.
- (e) The Owners Corporation may enter agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Gas Service servicing the Lots.
- (f) An Owner may allow any Occupier of that Lot to exercise the rights of the Owner under this By-Law. The Owner of the Lot remains liable under these By-Laws for all obligations under this By-Law.

38 Hot Water Service

- (a) Each Owner and Occupier has the special privilege to use the Hot Water System servicing that Owner or Occupier's Lot.
- (b) Each Owner or Occupier must give the Owners Corporation reasonable access to that Owner's Lot to maintain, repair or replace the connections to the Hot Water System.
- (c) The Owners Corporation must use its reasonable endeavours to operate, maintain, repair and replace the Hot Water System.
- (d) The Owners of a Lot is responsible for the costs incurred under By-Law 38(c) (including any amount under By-Law 38(e)) for the Hot Water System servicing that Owner's Lot and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.
- (e) The Owners Corporation may enter agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Hot Water System.
- (f) An Owner of a Lot may allow any Occupier of that Lot to exercise the rights of the Owner under this By-Law. The Owner of the Lot remains liable under these By-Laws for all obligations under this By-Law.

39 Energy Provider

The Owners Corporation may:

- (a) enter into agreements on such terms as it determines with energy providers "Energy Provider" to:
 - (i) provide an electrical embedded network system, hot water metering system, wi-fi system, single and multi-phase meters, cabling and ancillary equipment (Network Embedded System) on Common Property;
 - (ii) access, occupy and use Common Property for the purpose of installing and operating a Network Embedded System;
- (b) permit Energy Providers access at all reasonable times to common property to undertake:
 - (i) meter reading, servicing, repair, testing, upgrading and maintenance of the Network Embedded System;
 - (ii) installation and removal of the Network Embedded System; and
 - (iii) marketing and support services to actual and potential customers of the Energy provider.

40 Floor Works

- (a) An Occupier must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission of noise from the floor space of the Lot likely to disturb the peaceful enjoyment of an Occupier of another Lot.
- (b) An Owner must ensure that the Floor Works do not have a weighted standardized impact sound pressure level L'nT, w exceeding 45 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISP 717.2-2004 "Acoustics - Rating of sound insulation in buildings and of building elements."
- (c) Before commencement of the Flooring Works, an Owner must:
 - (i) submit to the owners corporation, a duly completed Approved Form. The form must specify in detail the Floor Works to be undertaken and the duration of any impact on the common property or disruption to common property services or access;
 - (ii) lodge the Bond, if requested by the owners corporation;
 - (iii) provide a complete proposal concerning the Floor Works including, but not limited to:
 - (1) plans and specifications of the proposed works;
 - (2) specifications of any sound rating, type, size together with the manufacturer's or suppliers brochure regarding the same; and
 - (iv) obtain written consent to the date for the commencement of the Floor Works from the Owners Corporation upon satisfaction of its obligations of clause (c)(iii)(1) and (2) above.
- (d) An Owner that is carrying out Floor Works with carpet laid over heavy duty underlay or a surface with a weighted standardized impact sound pressure level L'nT, w that is lower than 40, does not need to follow the procedure specified above in clause (b).
- (e) Where an Owner is installing a hard floor surface the owners corporation will:

- (i) Arrange for a qualified acoustic engineer to analyse and provide a report for the proposed Floor Works, the method of installation and the effect of sound transmission by the works proposed; and
- (ii) Upon receipt of acoustic engineer's report, apply the Bond in payment of the report, and provide the Owner with a copy of receipt for such report.
- (f) Whilst the Floor Works are in progress the Owner of the Lot at the relevant time must:
 - (i) use duly licensed employees, contractors or agents to conduct the Floor Works;
 - (ii) ensure the Floor Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards (except with respect to the standardized impact sound pressure where clause (b) above will apply;
 - (iii) effect and maintain Works Insurance and provide a copy to the Owners Corporation;
 - (iv) ensure the Floor Works are carried out expeditiously and with a minimum of disruption;
 - (v) carry out the Floor Works between the hours permitted by local council. No Floor Works are to be carried out on a Sunday or public holiday unless they are silent works;
 - (vi) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
 - (vii) not allow tradesperson and contractors at any time to park on common property without the written consent of the owners corporation;
 - (viii) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the owners corporation;
 - (ix) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Floor Works to be conducted on the common property;
 - (x) protect all affected areas of the Building outside the Lot from damage relating to the Floor Works or the transportation of construction materials, equipment and debris;
 - (xi) ensure that the Floor Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
 - (xii) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation (for clarity more than one inspection may be required); and
 - (xiii) observe all the other by-laws applicable to the strata scheme at all times.
- (g) After the Floor Works have been completed the Owner must without unreasonable delay:
 - (i) notify the owners corporation that the Floor Works have been completed;
 - (ii) notify the owners corporation that all damage, if any, to lot and common property caused by the Floor Works and not permitted by this by-law has been rectified;
- (h) provide the owners corporation's nominated representative(s) access the lot to carry out an acoustic analysis and to check compliance with this by-law or any consents provided under this by-law.
- (i) Upon being satisfied that the Floor Works have been completed, the owners corporation may:
 - (i) without reasonable delay, arrange, at the Owner's cost, a qualified acoustic engineer to analyse and provide a report for the Floor Works installed in the Lot;
 - (ii) provide notice to the Owner specifying the date and time upon which access to the Lot is required;
 - (iii) obtain entry into the Lot to permit the carrying out acoustic testing;
 - (iv) upon completion of the acoustic engineer's report, apply the bond in payment of the report and provide the owner with a copy of the receipt for such report;
 - (v) refund the remainder of the Bond to the Owner less any costs incurred by the owners corporation for on in connection with the carrying out of the Floor Works or breach of this by-law.
- (j) The Owner must:
 - (i) comply with all requirements of the owners corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Floor Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements.
 - (ii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
 - (iii) comply with the provision of the Home Building Act 1989.
- (k) The Floor Works must:
 - (i) be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
 - (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.
- (l) An Owner must:
 - (i) properly maintain, replace and keep in good and serviceable repair any Floor Works installed by them;
 - (ii) properly maintain and upkeep those parts of the common property in contact with the Floor Works;
 - (iii) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Floor Works are removed or relocated; and

- (iv) indemnify and keep indemnified the owners corporation against any costs of losses arising out of the installation, use, repair, replacement or removal of any Floor Works including any liability in respect of the property of the Owner.
- (m) If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:
 - (i) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
 - (ii) apply the Bond towards costs incurred by the owners corporation to carry out that work;
 - (iii) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation; and
 - (iv) recover any costs from the Owner as a debt due.
- (n) If an Owner desires to remove the Floor Works installed under this by-law (or otherwise), the provisions of clauses (a) and (b) above also apply in relation to that removal.

41 Car Wash Bay

41.1 An Owner or Occupier, may use any area designated as a car wash bay only:

- (a) for washing private motor vehicles only;
- (b) for no more than one (1) hour at a time before allowing others waiting to have a turn of using the car wash bay; and
- (c) in accordance with the Rules current from time to time; and
- (d) must leave such car wash bay in a tidy state after use.

By-law 42 – Common Property Storage Spaces

- (1) This Common Property Rights By-law is made for purpose of managing, regulating and controlling the use of the Common Property Storage Spaces located in the basement level on the strata scheme as identified in the Licence Agreement set out in this By-law.
- (2) This Common Property Rights By-law confers on an owner or occupier of the strata scheme special privileges to use a Common Property Storage Space as specified in the Licence Agreement set out in this By-law.
- (3) The strata committee is empowered to enter into a Licence Agreement with an owner or occupier of the strata scheme on behalf of the owners corporation.
- (4) The Licence Agreement shall be assigned to an owner or occupier of the scheme on a first come first serve basis.
- (5) The Annual Licence Fee shall be determined by a market valuation obtained by the strata committee.
- (6) The strata committee is empowered to amend and alter the terms and conditions of the Licence Agreement from time to time as required.
- (7) The owners corporation acknowledge that Common Property Storage Spaces 153, 154 and 155 as identified in the Licence Agreement are subject to a separate special common property rights by-law and that these Common Property Storage Spaces cannot be assigned to an owner or occupier of the strata scheme until such time as the special privileges conferred under that special common property rights by-law are terminated in accordance with the terms and condition of that by-law.

Licence Agreement for use of Common Property

THIS LICENCE is made on the _____ day of _____ the year _____

BETWEEN: THE OWNERS – STRATA PLAN NO 94606 of 101 LORD SHEFFIELD CCT,
PENRITH 2750 in the State of New South Wales ("The Owners Corporation")

AND: THE OWNER/S or OCCUPIER/S OF LOT _____ being [FULL NAME]
in STRATA PLAN NO 94606 ("Licensee")

1. BACKGROUND

- 1.1 The Owners Corporation is an owners corporation created under Strata Plan No.94606.

TB

- 1.2 The Licensee is assigned special privileges to use that part of the common property on the strata plan as described in the Schedule as the licensed area ("Licensed Area").
- 1.3 The Strata Committee of the Owners Corporation has exercised its powers to assign this License under a common property rights by-law and the terms and conditions in this Licence.

2. WHAT IS AGREED?

- 2.1 The Owners Corporation grants to the Licensee as from the commencement date set out in the Schedule the special privileges to use and enjoy the Licensed Area to the exclusion of all members of the Owners Corporation and all other persons subject to the terms, covenants, conditions and restrictions contained in this Licence.
- 2.2 The Licensee must pay the Owners Corporation an Annual Licence Fee and this amount is payable in one [1] annual instalment in advance by invoice of the Owners Corporation.
- 2.3 By signing this licence the Licensee:
- 2.3.1 Acknowledges that the Licensee is aware of and bound by the terms and conditions of this Licence;
 - 2.3.2 Confirms that the Licensee will acquaint each person who will use the Licensed Area under this Licence with the terms and conditions; and
 - 2.3.3 Warrants that each such person will observe the terms and conditions of the Licence.

3. TERMS AND CONDITIONS

- 3.1 The Annual Licence Fee is set out in the Schedule. The payment made for each year is non-refundable.
- 3.2 The Licensed Area is the location specified in the Schedule.
- 3.3 The License Period is set out in the Schedule and is subject to the terms, covenants, conditions and restrictions contained in this Licence. The Licence shall roll over automatically upon payment of the Annual Licence Fee.
- 3.4 The Licence shall only be terminable by the Licensee providing one [1] month's written notice of termination or by a resolution passed by the majority of strata committee of the Owners Corporation at a Strata Committee Meeting.
- 3.5 The Licensee must use the Licensed Area for the sole purpose of a storage area for personal property and for no other purpose.
- 3.6 The Licensee may, as a form of screening, install black shade cloth inside the Licensed Area.
- 3.7 The Licensee must not:
- 3.7.1 use or permit the Licensed Area to be used for the storage of commercial or trade items, or for commercial purposes;
 - 3.7.2 lease, licence or otherwise permit occupation of the Licensed Area by a person who is not an Owner or Occupier of the Lot to which the Licensed Area relates;
 - 3.7.3 except as otherwise provided in these by-Laws, enclose, seal or permit the enclosure or sealing of the Licensed Area attaching to an Owner or Occupier's Lot;
 - 3.7.4 except as otherwise provided in these By-Laws, affix any item to the Licensed Area;
 - 3.7.5 cover, block or restrict fire sprinkler heads within the Licensed Area;
 - 3.7.6 interfere with, damage or store any materials likely to hinder, restrict or cause damage to, Services or pipes, conduits, other transmission lines or Services infrastructure supplying Services;

703

- 3.7.7 do or permit to be done on the Licensed Area anything illegal or which may be a nuisance or annoyance to members of the Owners Corporation or occupiers of any other units of the Plan;
- 3.7.8 except with the prior written approval of the Owners Corporation, use or store on the Licensed Area any inflammable chemical, liquid or gas or other inflammable material;
- 3.7.9 erect any structure upon the Licensed Area without the prior written approval of the Owners Corporation; and
- 3.7.10 store any items against or in close proximity to any area classified as a wet wall area.
- 3.8 The Licensee must:
- 3.8.1 Comply with all the by-laws applicable to the Owners Corporation and the Licensee must comply with all directions of the strata committee of the Owners Corporation in relation to the use of the Licensed Area;
- 3.8.2 Indemnify the Owners Corporation against all actions, claims, demands and damages whether in respect of damage to property, personal injury or otherwise and including all reasonable and proper legal costs (and other expenses suffered or incurred by the Owners Corporation) which any person or company may at any time have or may bring or claim against the Owners Corporation by reason of or caused or aggravated by or relating to the use of the Licensed Area by the Licensee;
- 3.8.3 Keep the Licensed Area in a good and tenable repair and in a clean and tidy state;
- 3.8.4 Keep the Licensed Area free from vermin;
- 3.8.5 Ensure a minimum clearance of 500mm from the fire sprinkler heads and pipes, conduits, other transmission lines, or Services infrastructure supplying Services; and
- 3.8.6 Allow the strata committee of the Owners Corporation to access any part of the Licensed Area at any time for the purpose of inspecting it, doing any necessary repairs or for any other purpose specified by the Owners Corporation.
- 3.9 This Licence is a personal licence granted to the Licensee for the Licensee's personal use and the Licence cannot be transferred to any other person.
- 3.10 The Licensee is not entitled to exclusive possession of the Licensed Area.
- 3.11 The Owners Corporation shall not be responsible for:
- 3.11.1 anything stolen from the Licensed Area; or
- 3.11.2 damage to any articles or items on or about the Licensed Area or Common Property.
- 3.12 All amounts payable in connection with or under this Agreement, including Annual Licence Fees, shall be a debt payable to the Owners Corporation and the Licensee acknowledge that the Owners Corporation may invoice the Licensee for all amounts payable, at such a time as the Owners Corporation determines at its discretion.
- 3.13 The Owners Corporation is entitled to deny the Licensee use of the Licensed Area if the Annual Licence Fee is not paid within three (3) months of the issue of an invoice from the Owners Corporation.
- 3.13.1 The Owners Corporation is entitled to deny the Licensee use of the Licensed Area if the Licensee is in breach of any of the covenants set out in this Licence Agreement provided that the breach has continued for a period of one (1) month after the Licensee has received a notice in writing from the Owners Corporation telling the Licensee of the breach and requiring the Licensee to rectify that breach within that period and the Licensee has failed to do so.
- 3.14 Any notice served under this Licence Agreement on the Licensee will be sufficiently served if addressed to the Licensee and delivered at or posted by security post to the address of the Licensee in New South Wales last known to the Owners Corporation. Any notice sent by post will be taken to have been given 48 hours after posting.
- 3.15 The Licensee shall agree on acceptance of this Licence Agreement to be bound by the terms and conditions of this Licence.

EXECUTED unconditionally as an Agreement.

.....

..... Member of strata committee

.....
Signature of Witness

Name:

Print name of Witness

.....

..... Date

.....

.....

..... Member of strata committee

.....
Signature of Witness

Name:

Print name of Witness

.....

..... Date

.....

Being persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the fixing of the seal.

.....

Seal of the Owners – Strata Plan No 94606

..... Signature of Licensee

..... Signature of Witness

Name:

Name:

SCHEDULE

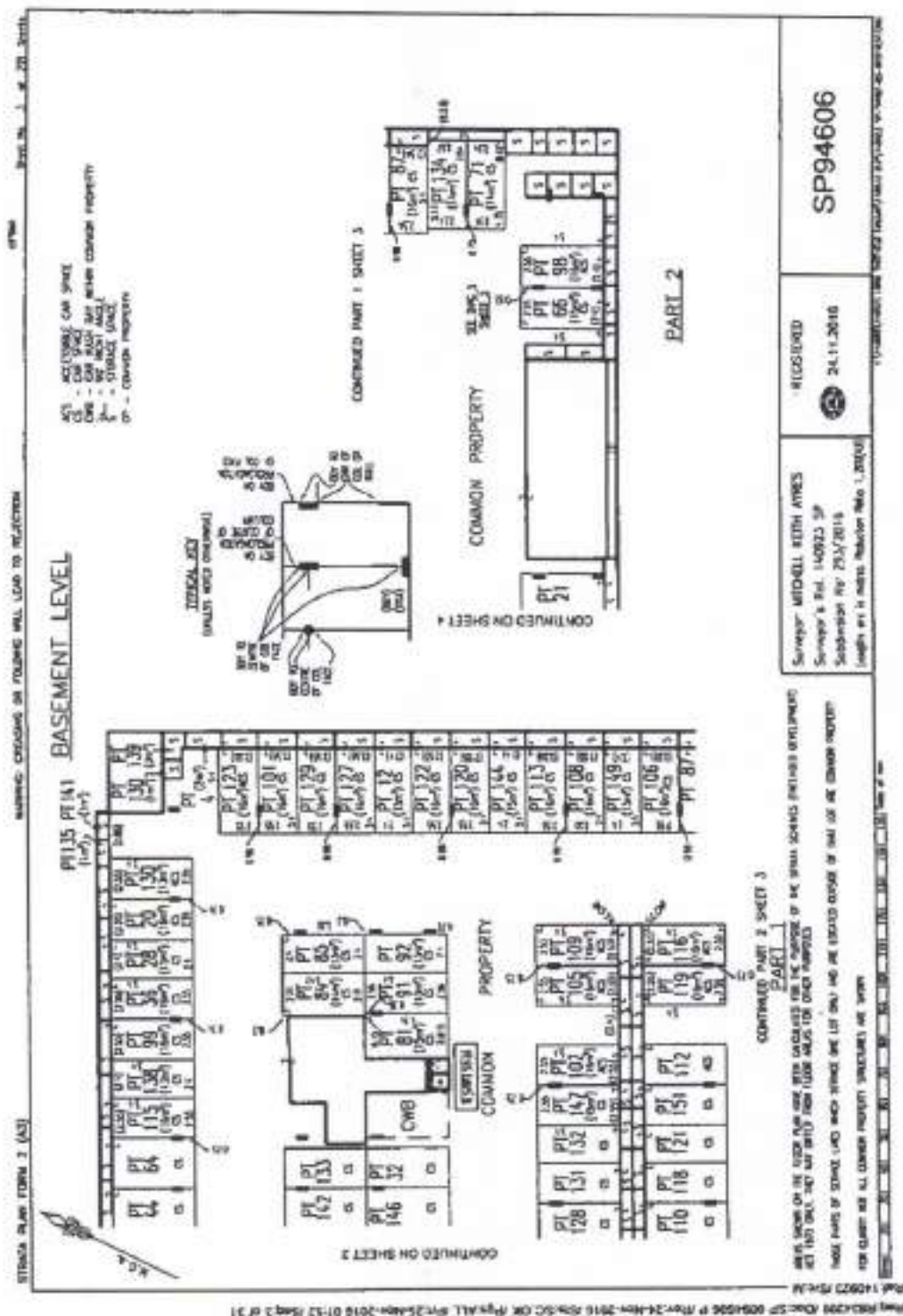
Licensee: The Owner/s of Lot X

Licensed Area: The area to be used for personal storage in the Basement Area identified as 153B, 156, 156B, 157, 158, 158B, 159, 160, 161 & 162 on the attached diagram marked "Annexure A".

Commencement date: The XXXday of MONTH of the year 20[XX].

Annual Licence Fee (excl. GST): \$[XXXX] [\$XXXX per annum]

Licence Period: One [1] year



DB

By-law 43 – Lot 52, 101 and 143 Storage Space

Purpose of By-law

- (1) This common property rights by-law confers on the Owner of each respective Lot, Special Privileges to use part of the common property for the benefit of that Owner and assigns responsibility for part of the common property for which the Special Privileges are conferred, in accordance with the conditions in this common property rights by-law.

Defined Terms and Interpretation

- (2) "Lot" is lot 52, 101, & 143 on the strata scheme.
- (3) "Owner" means the owner or owners of the Lot at the time this by-law was registered and is named in clause (4) of this by-law.
- (4) "Special Privileges" means the privilege to use part of the common property as set out below, and as identified in the marked Basement Level Plan attached to this common property rights by-law and marked "Annexure A" –

Common Property Storage Space marked "153" is assigned to	Janet Virginia Gamarra Rupa	Lot 52 (A704) on the Strata Plan 94606
Common Property Storage Space marked "154" is assigned to	Xueyue Lin	Lot 143 (D302) on the Strata Plan 94606
Common Property Storage Space marked "155" is assigned to	Mr & Ms E Tuangui	Lot 101 (C304) on the Strata Plan 94606

- (5) In this common property rights by-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this common property rights by-law; (b) words importing the singular include the plural and visa versa;
- (c) words importing a gender include any gender;
- (d) words defined in the Act have the meaning given to them in the Act; and
- (e) references to legislation includes references to amending and replacing legislation.
- (6) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this common property rights by-law prevails.

Grant of Special Privileges

- (7) On the conditions set out in this common property rights by-law, the Owners Corporation provides its consent for the Special Privileges granted to each respective Owner.

CONDITIONS

Compensation for Use of Common Property Storage Space

- (8) Each respective Owner and the Owners Corporation accept that there is no compensation payment to be made for the use of the Common Property Storage Space assigned under this by-law.
- (9) Each respective Owner agrees that upon the assignment of the Common Property Storage Space, their existing lot storage space will be locked by the Owners Corporation to ensure that the owner does not have the advantage of the use of two storage spaces at no additional cost.

Termination of Use of Common Property Storage Space

- (10) Each respective Owner acknowledges that the Special Privileges conferred under this by-law terminates on the sale of their Lot.



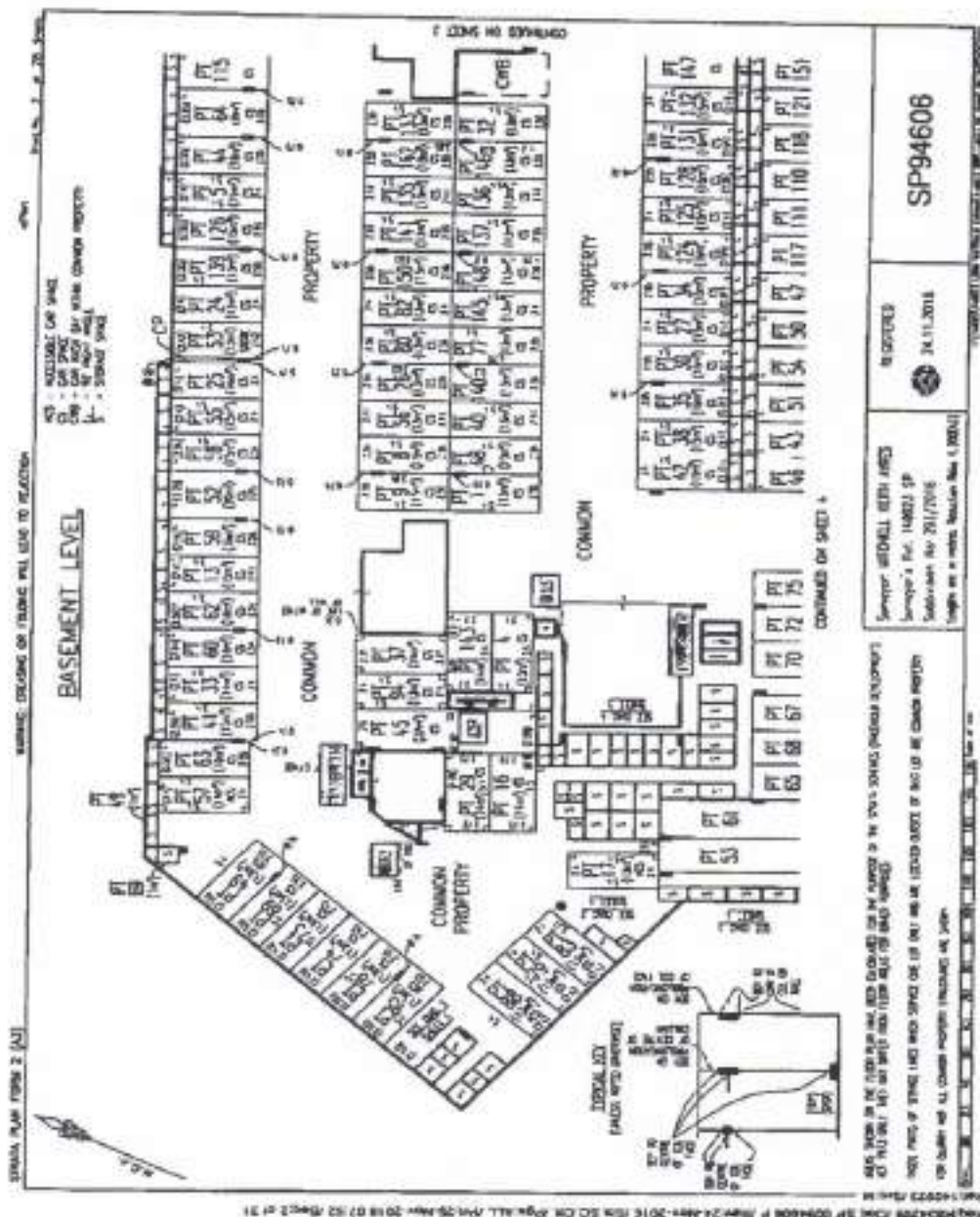
- (11) Each respective Owner on the sale of their Lot must remove all items stored in the Common Property Storage Space and reinstate the Common Property Storage Space to the condition it was in when assigned under this by-law.
- (12) If the Owner does not remove any items stored in the Common Property Storage Space within fourteen (14) days of notification of sale of their Lot, the Owners Corporation is empowered to treat those items as abandoned goods and dispose of those items accordingly.

Use of Common Property Storage Space

- (13) The Owner of each respective Lot must use the Common Property Storage Space for the sole purpose of a storage area for personal property and for no other purpose.
- (14) The Owner of each respective Lot may, as a form of screening, install black shade cloth inside the Common Property Storage Space.
- (15) The Owner of each respective Lot must not:
- (a) use or permit the Common Property Storage Space to be used for the storage of commercial or trade items, or for commercial purposes;
 - (b) lease, licence or otherwise permit occupation of the Common Property Storage Space by a person who is not an Owner or Occupier of the Lot to which the Common Property Storage Space relates;
 - (c) except as otherwise provided in these By-laws, enclose, seal or permit the enclosure or sealing of the Common Property Storage Space attaching to the Owner's Lot;
 - (d) except as otherwise provided in these By-Laws, affix any item to the Common Property Storage Space;
 - (e) cover, block or restrict fire sprinkler heads within the Common Property Storage Space;
 - (f) interfere with, damage or store any materials likely to hinder, restrict or cause damage to, Services or pipes, conduits, other transmission lines or Services infrastructure supplying Services;
 - (g) do or permit to be done on the Common Property Storage Space anything illegal or which may be a nuisance or annoyance to members of the Owners Corporation or occupiers of any other lot;
 - (h) except with the prior written approval of the Owners Corporation, use or store on the Common Property Storage Space any inflammable chemical, liquid or gas or other inflammable material;
 - (i) erect any structure upon the Common Property Storage Space without the prior written approval of the Owners Corporation; and
 - (j) store any items against or in close proximity to any area classified as a wet wall area.
- (16) The Owner of each respective Lot must:
- (a) Comply with all the by-laws applicable to the strata scheme and the Owner must comply with all directions of the strata committee of the Owners Corporation in relation to the use of the Common Property Storage Space;
 - (b) Indemnify the Owners Corporation against all actions, claims, demands and damages whether in respect of damage to property, personal injury or otherwise and including all reasonable and proper legal costs (and other expenses suffered or incurred by the Owners Corporation) which any person or company may at any time have or may bring or claim against the Owners Corporation by reason of or caused or aggravated by or relating to the use of the Common Property Storage Space by the Owner of each respective Lot ;
 - (c) Keep the Common Property Storage Space in a good and tenable repair and in a clean and tidy state;
 - (d) Keep the Common Property Storage Space free from vermin;
 - (e) Ensure a minimum clearance of 500mm from the fire sprinkler heads and pipes, conduits, other transmission lines, or Services infrastructure supplying Services; and

- (f) Allow the strata committee of the Owners Corporation to access any part of the Common Property Storage Space at any time for the purpose of inspecting it, doing any necessary repairs or for any other purpose specified by the Owners Corporation.
- (17) Each respective Owner acknowledges that the Owner is not entitled to exclusive possession of the Common Property Storage Space.
- (18) Each respective Owner acknowledges that Owners Corporation shall not be responsible for:
- (a) anything stolen from the Common Property Storage Space; or
 - (b) damage to any articles or items on or about the Common Property Storage Space or Common Property.
- (19) The Owners Corporation is entitled to deny the Owner of each respective Lot use of the Common Property Storage Space if the Owner of each respective Lot is in breach of any of the covenants set out in this by-law provided that the breach has continued for a period of one (1) month after the Owner of each respective Lot has received a notice in writing from the Owners Corporation telling the Owner of each respective Lot of the breach and requiring the Owner of each respective Lot to rectify that breach within that period and the Owner of each respective Lot has failed to do so.

Annexure



The seal of The Owners-Strata Plan No 94606 was affixed on ...4 June 2018..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s):

Name(s) [use block letters]: ...TREVOR BRIGHT.....

Authority:....STRATA MANAGING AGENT.....



Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No .94606.... was affixed on ^ ...4 June 2018.....in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: TREVOR BRIGHT.....Authority: STRATA MANAGING AGENT...

Signature:.....Name:.....Authority:.....

^ Insert appropriate date

* Strike through if inapplicable.



PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 794911
Your Reference: RANGA
Contact No.

Issue Date: 06 October 2021
Certificate No: 21/05453

Issued to: Coventry Conveyancing Services
5, Fernleaf Crescent
BEAUMONT HILLS NSW 2155

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: CASTLEREAGH

Location: 206/101C Lord Sheffield Circuit PENRITH NSW 2750

Land Description: Lot 96 SP 94606

- PART 1 PRESCRIBED MATTERS -

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

1(1) The name of each environmental planning instrument that applies to the carrying out of development on the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.

State Environmental Planning Policy No.55 - Remediation of Land.

State Environmental Planning Policy No.64 - Advertising and Signage.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (State Significant Precincts) 2005.
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
State Environmental Planning Policy (Infrastructure) 2007.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Affordable Rental Housing) 2009.
State Environmental Planning Policy (State and Regional Development) 2011.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017.
State Environmental Planning Policy (Primary Production and Rural Development) 2019.
State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

1(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft State Environmental Planning Policy (Housing) 2021 applies to the land.

Draft State Environmental Planning Policy (Cumberland Plain Conservation) applies to the land.

Draft State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017 applies to the land.

Draft State Environmental Planning Policy (Design and Place) applies to the land.

Draft State Environmental Planning Policy (Primary Production and Rural Development) 2019 applies to the land.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to the land.

Draft State Environmental Planning Policy (Infrastructure) 2007 applies to the land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

1(3) The name of each development control plan that applies to the carrying out of development on the land:

Penrith Development Control Plan 2014 applies to the land.

2 ZONING AND LAND USE UNDER RELEVANT LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.

(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)

**Zone B2 Local Centre
(Penrith Local Environmental Plan 2010)**

1 Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To provide retail facilities for the local community commensurate with the centre's role in the local and regional retail hierarchy.
- To ensure that future housing does not detract from the economic and employment functions of a centre.
- To ensure that development reflects the desired future character and dwelling densities of the area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Flood mitigation works; Function centres; Home businesses; Home industries; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation

4 Prohibited

Pond-based aquaculture; Any other development not specified in item 2 or 3

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Use of certain land at Lord Sheffield Circuit, Penrith

Despite anything to the contrary detailed above, or any other provision of Penrith Local Environmental Plan 2010 (PLEP 2010), under the provisions of Clause 2.5 and Schedule 1 of PLEP 2010 development for the purposes of exhibition villages, high technology industries, multi dwelling housing, residential flat buildings and seniors housing are permitted with development consent on the part of the subject land identified as "22" on the PLEP 2010 Additional Permitted Uses Map.

Additional information relating to Penrith Local Environmental Plan 2010

Note 1: Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

Note 3: Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

Note 4: A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

Note 5: Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

Note 6: Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note 7: Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

Note 8: Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

Note 9: Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

Note 10: Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Note 11: Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

2(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed:

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

2(f) whether the land includes or comprises critical habitat:

(Information is provided in this section only if the land includes or comprises critical habitat.)

2(g) whether the land is in a conservation area (however described):

(Information is provided in this section only if the land is in a conservation area (however described).)

2(h) whether an item of environmental heritage (however described) is situated on the land:

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

3 COMPLYING DEVELOPMENT

HOUSING CODE

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

LOW RISE HOUSING DIVERSITY CODE

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land if the land is within one of the abovementioned zones.

GREENFIELD HOUSING CODE

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may** be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

SUBDIVISIONS CODE

Complying development under the Subdivisions Code **may** be carried out on the land.

DEMOLITION CODE

Complying development under the Demolition Code **may** be carried out on the land.

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land.

(NOTE: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

4 COASTAL PROTECTION

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

5 MINE SUBSIDENCE

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

6 ROAD WIDENING AND ROAD REALIGNMENT

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) an environmental planning instrument, or
- (c) a resolution of council.

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding and the item Noted below).

Note: Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy, Chapter C4 of Penrith Development Control Plan 2014, is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted.

(b) Other Public Authority Policies

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(2) This land has been identified as being above the adopted flood planning area (i.e. the 1% Annual Exceedance Probability flood level plus 0.5 metre) but below the Probable Maximum Flood level. Development on the land or part of the land (if such development is permissible on the land) will be considered on a merits based approach and flood related development controls may apply.

8 LAND RESERVED FOR ACQUISITION

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9 CONTRIBUTIONS PLANS

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

9A BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.)

10 BIODIVERSITY STEWARDSHIP SITES

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates.)

10A NATIVE VEGETATION CLEARING SET ASIDES

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

11 BUSH FIRE PRONE LAND

The land is not identified as bush fire prone land according to Council records.

12 PROPERTY VEGETATION PLANS

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

14 DIRECTIONS UNDER PART 3A

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

18 PAPER SUBDIVISION INFORMATION

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

19 SITE VERIFICATION CERTIFICATES

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

NOTE: The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

20 LOOSE FILL ASBESTOS INSULATION

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the home Building Act 1989))

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware of any “affected building notice” and/or a “building product rectification order” in force for the land).

22 STATE ENVIRONMENTAL PLANNING POLICY – WESTERN SYDNEY AEROTROPOLIS 2020

The land may be subject to additional planning considerations under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020):

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Affected by the Lighting Intensity and Wind Shear Map	No
(c)	Affected by the Obstacle Limitation Surface Map	No
(d)	Affected by the “public safety area” on the Public Safety Area Map	No
(e)	Within the “3km zone” or the “13km zone” of the Wildlife Buffer Zone Map	No

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

Note:

The following section of this certificate is set aside under section 10.7(5) of the Act for the inclusion of information about other matters affecting the land of which the Council may be aware. The Council is not required under the Act to include any information in this section. Please be aware that the inclusion of information about a matter does not indicate that there are no other matters affecting the land of which the Council may be aware. Upon payment by an applicant of the required fee the Council may, pursuant to section 10.7(5) of the Act, provide further advice on other relevant matters affecting the subject land of which it may be aware.

Additional matters that consent authority must consider

Clause 92 (1)(f) of *Environmental Planning and Assessment Regulation 2000* (the Regulation) applies to the land. Relevantly this clause provides:

- (f) *in the case of a development application for development for the erection of a building for residential purposes on land in Penrith City Centre, the Development Assessment Guideline: An Adaptive Response to Flood Risk Management for Residential Development in the Penrith City Centre published by the Department of Planning and Environment on 28 June 2019.*

A copy of this Guideline is available on the website of the Department.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Clause 92(1)(a)-(e) of the Regulation may also apply to the land.

Note: This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) **and** 10.7(5) should be applied for.

Contact Council for details as to obtaining the additional information.

Warwick Winn
General Manager

per



Please note:

Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.

